187.

SUPREME COURT OF THE UNITED STATES.

No. 6.

MARCELIN HAYDEL, PLAINTIFF IN ERROR,

vs.

FRANCOIS DUFRESNE.

IN ERROR TO THE SUPREME COURT OF THE STATE OF LOUISIANA.

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STATE OF LOUISIANA,
Parish of St. John the Baptist.

Fourth judicial district court.

Record of the proceedings had in this court in the suit of

WIDOW FRANÇOIS DUFRESNE
vs.
WIDOW MARCELIN HAYDEL. } No. 47.

Petition.

To the honorable the judge of the fourth judicial district court of the State of Louisiana, in the parish of St. John the Baptist.

The petition of widow François Dufresne, of the parish of St. John the Baptist, humbly showing: That she is the lawful owner and possessor of a certain tract of land situate and lying in this parish, on the right bank of the Mississippi river, and measuring a superficial area of one hundred and fifty-five and $\frac{81}{100}$, acres, according to survey of confirmation. Petitioner further shows, that said tract of land is within the body of township 12, range 18 east, and situate on a point or bend of the Mississippi river; that said tract, extending originally to forty arpens in depth, entitled your petitioner's husband, under the laws of the United States, to a further concession or preëmption right to an equal amount of 155 $\frac{81}{100}$ acres. Your petitioner further shows, that her said husband, having availed himself of this said right, did, on the 29th of April, 1822, pay into the hands of the receiver of public lands for the eastern district of Louisiana the sum of $148 75, for a certificate of entry of back land, to the quantity of one hundred and nineteen acres. Petitioner further shows, that, by reason of other front concessions in the neighborhood of her plantation, the quantity of vacant lands subject to private entries under the aforesaid laws of the United States, was about 322 $\frac{48}{100}$ acres. That the only person who, like your petitioner's husband, had availed himself of the benefit of the United States laws, was the late Nicholas Haydel, or some persons holding under him, and whose land is now owned by Mrs. Widow Marcelin Haydel. That the land of said Nicholas Haydel covered an area of two hundred forty-nine $\frac{54}{100}$ acres. Petitioner further shows, that by the laws of the United States, in such case made and provided, whenever, by reason of any bend or turn in a river, bayou or watercourse, the front claimants shall not be able to receive as much in the rear as they are entitled to, an equitable partition of the whole shall be made between all the claimants; which disposition of the law has always been understood to mean, that the rear land shall be divided between the claimants in proportion to the number of acres they hold in front.

Now your petitioner shows, that the proportion to which the land of Nicholas Haydel was entitled out of the 332 $\frac{48}{100}$ acres of vacant land, is two hundred and one acres and $\frac{35}{100}$; and that your petitioner was also entitled to one hundred twenty-one acres and $\frac{13}{100}$, as appears from her own certificate.

Now petitioner shows, that on the plan returned to the land office of the United States deputy surveyor, the section 54 of plat here annexed, and which lies in the rear of your petitioner's plantation, shows only a superficial area of 79 acres $\frac{28}{100}$, instead of 121 $\frac{13}{100}$ acres; and that section 60, lying in the rear of the tract formerly belonging to Nicholas Haydel, is shown as containing 243 $\frac{20}{100}$ acres, instead of 201 $\frac{35}{100}$, to which it is entitled.

Now petitioner further shows, that, in order to prevent any difficulties, she is desirous that Mrs. Widow Marcelin Haydel, who now owns the tract formerly belonging to Nicholas Haydel, should be cited, and that after due proceedings, it may be ordered that the United States Surveyor, or any other legally sworn, shall partition and divide the vacant tract lying in the rear of both estates, in such a manner that your petitioner shall receive the whole proportion to which she is entitled; and that the plat thereof, after having been duly filed and homologated, shall stand between the parties as conclusive of the extent, area and boundaries of their respective plantations. And she further prays for general relief; and as in duty bound.

(Signed) HENRY ST. PAUL and
HTE. GRIFFON,
Of Counsel.

Petition endorsed:

No. 47.

4th judicial district,
Parish of St. John the Baptist.

WIDOW FRANÇOIS DUFRESNE
vs.
WIDOW MARCELIN HAYDEL.

Petition.

ST. PAUL & GRIFFON, *Att'ys.*

Filed 12th July, 1847.
(Signed) LUDGER PERRET, *Clerk.*

Citation.

STATE OF LOUISIANA,

Fourth judicial district court, parish of St. John the Baptist.

Mrs. Widow Marcelin Haydel, residing in the parish of St. John the Baptist: You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation,

or deliver your answer to the same in the office of the clerk of the fourth judicial district court, in the parish of St. John the Baptist, in eleven days after the service hereof.

Witness the honorable W. Nichols, judge of the said court, the [SEAL.] 14th day of July, in the year of our Lord 1847.

(Signed) LUDGER PERRET, *Clerk*.

N. B.—This citation is a translation of the preceding one, which is in English.

WIDOW FRANÇOIS DUFRESNE
vs.
WIDOW MARCELIN HAYDEL. } No. 47.

ETAT DE LA LOUISIANE,
Paroisse St. Jean Baptiste.

Cour du 4me. district judiciaire.

Madame Veuve Marcelin Haydel, résidant dans la paroisse St. Jean Baptiste:

Vous êtes sommée de satisfaire à la demande contenue dans la petition, dont une copie est ci-annexée, on de remettre votre réponse à icelle au bureau du greffier de la cour du quatrième district judiciaire, en la paroisse St. Jean Baptiste, dans les onze jours qui suivront la notification des présentes.

Témoin, l'honorable W. Nicholls, judge de la dite cour le 14me. jour de Juillet, de l'année de notre Seigneur 1847.

(Signé) LUDGER PERRET, *Greffier*.

Citation endorsed:

4th judicial district court,
Parish of St. John the Baptist.

WIDOW FRANÇOIS DUFRESNE
vs.
WIDOW MARCELIN HAYDEL. } No. 47.

Citation, with copy of petition, to be served on defendant.

Received on the 15th inst., and on the 16th inst. served a true copy of the same and copy of the within petition on the defendant in person.

Returned at the parish of St. John the Baptist, July 17th, 1847.

(Signed) AN'IS LUMINAIS, *Sheriff*.

Filed 17th July, 1847.

(Signed) LUDGER PERRET, *Clerk*.

Answer.

To the honorable fourth district court of the State of Louisiana, for the parish of St. John the Baptist.

The answer of Azélie Haydel, the widow of Marcelin Haydel, to the petition of the widow Dufresne, respectfully shows, that she denies all and singular the allegations contained in the petition, except so far as they are hereinafter specially admitted.

Cross examination.

There is on the division line between lots 60 and 61 a canal, commencing at the double concession of each tract, and running as far as the rear line of said double concession; said canal is about ten feet from said division line, and situate on lot 60. Paulin Sexneider cultivates a small garden situate close by his house, about of the area of half an acre. The rice field cultivated by Paulin Sexneider is about an acre, and is closed by the levee or embankment of the canal. Paulin Sexneider has also cut wood for his own personal use, and his cleanings extend two or three acres round his house. In the opinion of witness, the clearing and cultivation do not extend to the prolongation of the side lines of section 54.

Examination in chief resumed.

In the witness's opinion, none of the improvements made by Paulin Sexneider extend to figure marked on the plan D, W, X, Y, and Z, but the punctuated line A would touch his rice field, and also the spot where he cut most wood. The witness knows tract No. 17, marked on plan D by the name of Jean Jacques Haydel, and knows that it is a part of the defendant or M'me Haydel's plantation. The witness has been since 1840 the overseer of the defendant. He knows that Jean Jacques Haydel, when he owned that land, cut wood in the double concession of that tract, which double concession is marked on the plan as lot No. 59. When witness undertook the management of that plantation as overseer, he found ratoon canes on this double concession. The witness says, document L correctly exhibits the direction of the canal made by M'me Marcelin Haydel—this document being offered only to show the delineation of this canal. The witness for two years in succession, to wit, in 1840 and 1841, as defendant's overseer, cleared a line which is the straight prolongation between lots 17 and 18 and 58 and 59. He cleared it out as far as lot No. 53, and marked the trees, in 1840; this he did by direction of Cobb, a surveyor, and on the representation that this was the boundary line between the defendant and her upper neighbors.

Cross examination.

The canal referred to in the plan marked L, was cut in 1843.

Pierre Clidament Becnel, being called again, says, that he is sure that Mr. Jean Jacques Haydel cut wood in 1834, 1835, and 1836, on the double concession of lot No. 17.

Testimony filed 4th August, 1847.

(Signed) LUDGER PERRET, *Clerk*.

Admissions of both parties.

DUFRESNE vs. HAYDEL.

1. It is admitted that M'me Dufresne is the owner of the tract of 6

arpens front, designated on the township plat by No. 26; and also of 2 arpens front adjoining the tract of 6 arpens, and being part of lot No. 25. It is admitted that No. 26 has $155\frac{80}{100}$ superficial arpens.

2. The plaintiff introduces in evidence certificate of purchase, No. 221, marked a survey of lot No. 26, marked B.

3. It is admitted that the spot settled on, and occupied by Paulin Sexneider, is in part within the limits of the land in dispute.

4. The defendant introduces in evidence a plat representing a portion of township 12, range 18 E., obtained from the United States Land Office at Donaldsonville, marked C; another plat representing a portion of said township; this plat was obtained from the land office for the eastern district of Louisiana, at New Orleans, and is admitted in the same manner as if it was certified by the register, marked D; patent No. 245, marked E; copies from the land office at New Orleans, marked F, which are admitted; and it is admitted, that the documents in the Spanish language, therein contained, are true copies of the original Spanish requête and order of survey, an act of sale from the partnership of N'as and Jacques Haydel to J. J. Haydel and Brother, dated December 2, 1822, marked G; the heirship of the vendors in this act and the powers of those acting for them, are admitted; an act of sale from the heirs of M'me J. J. Haydel, and from J. J. Haydel, the father, to J. J. Haydel, the son, and Marcelin Haydel, dated January 17, 1820, marked H; the heirship of the vendors and the power of attorney of the person acting for them in this act, are admitted; an act of sale from the syndics of J. J. Haydel to the widow of M. Haydel, the defendant, marked J; will and other proceedings in the estate of Marcelin Haydel, marked K.

(Signed) HENRY ST. PAUL,
For plaintiff.
L. JANIN,
Att'y for defendant.

Admission of parties filed 4th August, 1847.
(Signed) LUDGER PERRET, *Clerk.*

Certificate of purchase, marked A.

No. 221. RECEIVER'S OFFICE, NEW ORLEANS,
April 29, 1822.

Received of François Dufresne the sum of one hundred and forty-eight $\frac{75}{100}$ dollars, being the purchase money for his pre-emption right to a tract of land, containing one hundred and nineteen superficial acres, and adjacent to, and back of his front tract, situate in the county of German Coast, parish of German Coast, and bounded as per description filed with the register, and for which said tract of back land the said François Dufresne will be entitled to a patent from the United States, according to law.

119 acres, $\$148\frac{75}{100}$.

(Signed) F. J. McLANAHAN, *Receiver.*

N. B.—Translation No. 1.

Certificate of purchase endorsed :

29 Avril, 1822.

Reçu de Mr. J. McLanahan, receveur des Etats Unis, d'une somme de cent quarante huit piastres et soixante quinze cent, du S'r François Dufresne, pour le prix d'une double concession de cent dix neuf acres de terre de superficie.

No. 11.

Ne varietur.

St. J'n Bap'te, le 18 Décembre, 1832.

(Signed) T'E LE BLANC, *Juge*.

Filed 4th August, 1847.

(Signed) LUDGER PERRET, *Clerk*

[*For plat see original, page* 13.]

At the special request of François Dufresne, I have surveyed the front of a tract of land on which he resides, and given the directions of the side lines conformably to the description of a survey in his possession, purporting to have been made by L's Andry, April 16th, 1777, which said tract of land is situated on the right bank of the river Mississippi, in the parish of St. Jean Baptiste, and bounded as follows, viz: Beginning at a stake on his lower line, thence taking the direction of said line agreeably to a stake planted at one arpent distant, I found it to be S. 20° 30′ E.; thence on said line run 3.80 chs. to the levee; thence S. 52° 15′ W., 10.58 chs.; thence S. 39° 45′ W., 8.66 chains (being the front of said tract) to his upper line; thence S. 25° E. 2 chains, to a stake; thence continuing on the same course, I planted a stake at 2.50 chains on said line, being $8\frac{1}{4}$ inches to the right of the centre of a stake said to have been planted by N. Bouchon, esq., surveyor general, giving a closing of four degrees and thirty minutes to said tract of land, agreeably to the aforesaid description of Andry; and containing one hundred and fifty-five and $\frac{81}{100}$ superficial acres; and having such shape, form, and marks, natural and artificial, as are represented in the above plat.

This 22d day of October, 1823.

(Signed) J. WILSON, *Principal D. surveyor.*

Received from François Dufresne the sum of fifty dollars, in full for surveying his land, furnishing plats, &c.

April 26, 1824.

(Signed) J. WILSON, *P. D. surveyor.*

Plat B, filed 4th August, 1847.
(Signed) LUDGER PERRET, *Clerk*.

[*For plat see original, page* 15.]

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Public lands.

Sections.	Areas.	Sections.	Areas.
43 - - - -	—	59 - - - -	134.63
44 - - - -	4.80	78 - - - -	234.90
46 - - - -	116.43	80 - - - -	366.15
47 - - - -	57.57	81 - - - -	550.70
51 - - - -	34.90	86 - - - -	64.44
56 - - - -	37 77	87 - - - -	100.94
58 - - - -	62.11	88 - - - -	56.14

Private claims.

Claimants' Names.	Sec.	Cert.	Area.	Claimants' Names	Sec.	Cert	Ar
Veuve Becnel.....	15	46	598 02	Leonard Hymel....	29	32	104 58
Nicholas Haydel.....	16	60	249 54	Jean Monot.....	30	47	74 36
Jean Jacques Haydel.	17	44	508 14	Louis Himel.....	31	48	77 75
Mathias Roussel.....	18	58	289 68	Do.	48	48	64.44
Michel Weber.....	19	33	137 30	Juan Morco.....	49	47	100 94
Veuve J. Stair.....	20	31	406 77	Louis Himel.....	50	32	56.14
Antoine Craiguer.....	21	5	152.54	Paul Aubert.....	52	333	80 34
Mme. Mayer.....	22	4	52.24	Sylvan Roussel.....	53	21	77.32
Charles Rom.....	23	226	54 92	Mme Dufriend	54	221	79 28
Georges Loup.....	24	48	79.91	Martin Dubourg....	55	324	22 74
Mm. Hoiin.....	25	45	146.84	Mme. Stair.....	57	101	49 33
Andrew Hymel.....	26	16	167 90	Nicholas Haydel ...	60	245	243 20
Syran Roussel	27	21	183 50	Mme. Seinal.....	61	111	555.54
Paul Aubert.....	28	19	103.63				

SURVEYOR GENERAL'S OFFICE, DONALDSONVILLE, LA.,
July 26th, 1847.

The adjacent diagram is a true extract from the approved township map, now on file in this office, which is certified in the following words and figures, to wit:

The west boundary of this township was surveyed in the winter of 1829, by J. R. Sharkey, deputy surveyor; the whole of the balance in the fall of 1830, by William H. Cobb, deputy surveyor.

PRINCIPAL DEPUTY SURVEYOR'S OFFICE, DONALDSON,
January 4th, 1831.

Examined and approved.
(Signed) A. F. RIGHTOR,
Principal Deputy surveyor.

SURVEYOR'S OFFICE, WASHINGTON, MI.,
March 4, 1831.

I hereby certify that the above plat is a true copy of the original, returned to the office, which has been examined and approved.
(Signed) JO. DUNBAR,
Sur. P. Lands south of Tennessee.

SURVEYOR GENERAL'S OFFICE, DONALDSON,
May 20, 1843.

The true area of section 47 is 32 acres, as now corrected; section 89 has been added to the map, being claim of Andre H[illegible]mel, No. 221.
(Signed) F. D. NEWCOMB,
Sur. Gen. La.

(Signed) P. T. LANDRY,
Sur. Gen. La.

Plat "C" filed 4th August, 1847.
(Signed) LUDGER PERRET, *Clerk.*

[*For plat see original, page* 18.]

Section 14.	G. Haydel - - - - -	603.10
" 15.	Ve. Becnel - - - - -	598.02
" 16.	N. Haydel - - - - -	249.54
" 17.	J. J. Haydel - - - - -	508.14
" 18.	M. Roussel - - - - -	289.68
" 19.	M. Weber - - - - -	137.30

Section 20.	Ve. Stair	- - - - -	406.77
" 21.	A. Traigier	- - - - -	152.54
" 22.	Me. Mayer	- - - - -	52.24
" 23.	Chs. Rom	- - - - -	54.92
" 24.	G. Loup	- - - - -	79.91
" 25.	Me. Hotin	- - - - -	146.84
" 26.	A. Hymel	- - - - -	167.90
" 27.	S. Roussel	- - - - -	183.50
" 53.	S. Roussel	- - - - -	77.32
" 54.	Me. Dufresne	- - - -	79.28
" 55.	M. Dubourg	- - - - -	22.74
" 56.	————	- - - - -	37.77
" 57.	Me. Stair	- - - - -	49.33
" 58.	————	- - - - -	62.11
" 59.	————	- - - - -	134.63

The west boundary of this township was surveyed in the winter of 1829 by J. R. Sharkey, deputy surveyor; the whole of the balance in the fall of 1830, by William H. Cobb, deputy surveyor.

P. D. Surveyor's Office, Donaldson,
Jan. 4, 1831.

Examined and approved.

(Signed) A. F. RIGHTOR, *P. D. Surveyor.*

Plat "D" filed 4th August, 1847.

(Signed) LUDGER PERRET, *Clerk.*

Patent marked "E."

Pre-emption act of 11*th May*, 1820.

Certificate No. 245.

The United States of America:

To all to whom these presents shall come, greeting:

Whereas Jacques Hayclet, and Nicolas Hayclet, of German Coast, Louisiana, have deposited in the General Land Office of the United States a certificate of the register of the land office at New Orleans, whereby it appears that full payment has been made by the said Jacques Hayclet and Nicolas Hayclet, according to the provisions of the act of Congress of the 24th of April, 1820, entitled "An act making further provision for the sale of the public lands," for the lot or section sixty, in township twelve, south (west of the Mississippi river) of range eighteen, east, in the district of lands subject to sale at New Orleans, Louisiana, containing two hundred and forty-three acres and twenty hundredths of an acre, according to the official plat of the survey of the said lands, returned to the General Land Office by the surveyor general, which said tract has been purchased by the said Jacques Hayclet and Nicolas Hayclet:

Now know ye, that the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Jacques Hayclet and Nicolas Hayclet, and to their heirs, the said tract above described: To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, unto the said Jacques Hayclet, and Nicolas Hayclet, and to their heirs and assigns forever, as tenants in common, and not as joint tenants.

In testimony whereof, I, James K. Polk, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the city of Washington, the eighth day of September, in the year of our Lord one thousand eight hundred and forty-five, and of the independence of the United States of America the seventieth.

[SEAL.]

By the President: JAMES K. POLK.
By J. KNOX WALKER, *Sec'y.*

Recorded, vol. 6, page 332.
Examined: S. H. LAUGHLIN,
Recorder of the General Land Office.

Patent filed 4th August, 1847.
(Signed) LUDGER PERRET, *Clerk.*

Copies from the Land office at New Orleans, marked F

LAND OFFICE,
Southeastern district of Louisiana.

B., No. 42—Notice of claim—J. J. HAYDEL.

To the Register and Receiver of the Land Office in and for the southeastern district of Louisiana, at New Orleans.

Jean Jacques Haydel claims, by virtue of inheritance, a certain tract of land situate in the parish of St. John the Baptist and district of German Coast, on the west or right bank of the River Mississippi, about forty-six miles above this city, containing nine arpens front by forty arpens in depth, being a second depth, lying immediately in the rear of a front tract now owned by him.

Jean Jacques Haydel, father of claimant, obtained from Governor Estevan Miro, on the 23d February, 1786, a regular order of survey for said tract, in virtue of which, and of continued possession, it is now claimed.

In support of which, claimant herewith produces said original order of survey, which he prays may be duly recorded and favorably reported on, &c. &c.

NEW ORLEANS, *June* 25, 1833.

N. E.—Translation, No. 2.

Señor Gob'or G'ral:

Don Juan Santiago Haydel, habitante de la Costa de Alemanes con el debido respeto ante V. S. me presente y digo: que tengo una habitacion situada en d'ha costa compuesta de nueve arpanes y medio de frente con la profundidad ord'a de quarenta, lindando de un lado á Mateo Roussel y del otro à Santiago Troxler, y como quiera que d'ha tierra en su profundidad carese de madera de cipre, se ha de servir V. S. concederme la segunda profundidad de quarenta arpanes sobre las mismas lineas de la d'ha habitacion respecto á q'ce es vacante y no perjudicia à ninguno de los circonvecinos. Gracia q'l espero en just'a de la distributiva q'e V. S. administra.

J. J. HAYDEL.

NUEVA ORLEANS, 21 *de Feb'o, de* 1786.

NUEVA ORLEANS, 23 *de Feb'o, de* 1786.

El Agrimensor de esta provincia, Don Carlos Laveau Trudeau establecera al demandante sobre los quarenta arpanes de tierra que solicita en la segunda profundidad sobre las mismas lineas de su habitacion, lindando con los antedichos que expresa el memorial de la buelta, estando vacantes, y no causando perjudicia á sus limitrofes, cuyas diligencias de apeo estenderá á continuacion firmandolas con los sobre d'hos, y me los remitirá para proveer al interesado del correspondiente titulo de concession en forma.

ESTEVAN MIRO.

Jean Jacques Haydel claims a tract of land, situate in the parish of St. John the Baptist, about forty-six miles above the city of New Orleans, and west of the River Mississippi, containing nine arpens front by forty arpens in depth, and being a second depth, lying immediately in the rear of, and adjacent to, a front tract owned by claimant.

The said tract of land is derived by inheritance from the late J. J. Haydel, (father of the said claimant,) who obtained a regular order of survey therefor from Governor Estevan Miro, on the 23d day of February, 1786.

We are therefore of opinion that the said claim ought to be confirmed.

Report of the Register and Receiver to the Secretary of the Treasury, upon the claims excepted from confirmation by the act of March, 3d, 1835, *chap.* 485.

LAND OFFICE, NEW ORLEANS,
1*st December*, 1835.

SIR: By virtue of the 2d section of the act of Congress, approved 3d March, 1835, and pursuant to the requisition contained in the letter of the Commissioner of the General Land Office, under date of the

31st March last, we have the honor of transmitting herewith full transcripts of the evidence filed in this office, in support of the claims mentioned and recited in the act of Congress, above alluded to, and referred back to us for further report.

In revising the claims in question, and the testimony upon which they are respectively based, we have been at some pains not only to examine the several laws, heretofore at different times enacted, having reference thereto, but also the preceding decisions and reports, of record in this office, wherein might be found the interpretations and constructions given to and put upon the provisions of said laws; and we deem it but an act of justice to the highly respectable claimants interested in the issue, and to our immediate predecessors in office, to state, that in almost every instance we have found the claims under consideration supported not only by our construction of the law, but also by precedents immediately in point, of the most satisfactory character, and which have been fully established by the formal sanction of Congress.

If in cases of doubt, where the law or rule appertaining thereto is not sufficiently clear or definite, it be safe and legitimate to be guided by the interpretations by which experience has removed all uncertainty, and established a sure and unerring standard, then have our predecessors, in recommending the above mentioned claims, only acted in conformity with that principle which pervades all the most important transactions of society, and which has so frequently elevated precedent into law.

We feel satisfied, that a careful perusal and examination of the evidence above alluded to will induce you to incline to our view of the question; and although it is not our intention to trespass upon your time and patience by any attempt at a labored argument in support of our position, still we trust that we will be excused for glancing at a few of the excepted or suspended cases mentioned in the report of the committee, and also at a few of the precedents of record in this office, already referred to. In the first place, a number of claims have been suspended, because "no specific depth in arpens nor any superficial extent, &c., had been designated, &c." On inspection of the books in this office, connected with other circumstances, we feel assured that this must be the first time that Congress has made any exception to claims similarly situated, for we find a large number precisely the same in character, acted upon, not only by the old board of land commissioners in this district, but also by the registers and receivers who immediately succeeded, and in almost every instance confirmed unqualifiedly. A few cases will suffice:

1st. The case of Chs. de Villiers, wherein a depth to the lake in the rear was claimed by the old Board of Commissioners, as per decision No. 135.

2d. The case of Bernard Marigny, who claimed a front of 25 arpens on the Mississippi, with a depth to Lake Ouachas, confirmed by the board, as per decision No. 350.

3d. The case of J'n McDonogh, who claimed a depth from the Mississippi to Lake Maurepas, reported favorably on by the register and receiver, in 1816, and confirmed by Congress, May 11, 1820, No. 406.

4th. The case of Fanny and Claire Dupré, of the same species, and mentioned in the same report, No. 567.

5th. The case of Norbert Fortier, mentioned in the same report, Nos. 410, 411, and 412, and confirmed by the same act.

6th. And the case of B. Lafon, who claimed a tract or point of land situate in the county of Orleans, bounded by Lake Pontchartrain on the north side, and upon the east by Bayou Chef Menteur, without any specification of quantity. Also, confirmed by the old board, (as per decision No. 316.)

In the second place: A few claims have been suspended, because, as to quantity and shape, they "do not seem sanctioned by the usage and custom of Spanish or French government," &c. Here, too, precedents are not wanting, as may be seen by reference to the following cases, viz.:

1st. The case of Joseph E. D. Livaudais, whose claim called for "three leagues front on Bayou des Allemands, by one arpent in depth, confirmed by the old board, as per decision No. 202."

2d. The case of P. de la Ronde, who claimed 168 arps. front on Bayou aux Bœufs, by 5 arpens depth, confirmed by the board, as per decision No. 282.

3d. The case of F. Mayronne, who claimed "an island containing two leagues front," without any mention or specification of depth or quantity whatsoever—recommended in the report of the register, dated 6th January, 1821, and confirmed by act of Congress of 28th February, 1823.

4th. The case of family Boutté, whose claim called for "an island sitaate in the district of Barrataria, and containing 14 or 15 leagues in circumference," founded principally on ancient possession—recommended in the last mentioned report, and confirmed in the same manner.

And in the third place: Some few are suspended in the report of the committee, because the tracts are owned by the same individual, &c.

This objection, it strikes us, is not well founded, particularly as, on the most superficial inspection of the decisions and reports above referred to, numerous instances may be adduced where Congress and the proper tribunals have recognised the right of individuals to more than one tract at the same time.

The cases above quoted as precedents from a small number of those of a similar character with which the books in this office abound, many of them, 'tis true, cannot be brought literally within the strict limits of some of the various enactments applicable to the subject, but it was properly deemed necessary and just, by those who were called upon to act in the matter, to be guided and influenced by the strong equity growing out of the peculiar claims presented. In a country like this, which has, from time to time, passed and repassed from under the do-

minion of one government to that of another, and been subjected to the changing influences of the various and ever-shifting laws and regulations of each, a very little experience in our land claims is sufficient to convince any one of the difficulty of drawing with strict precision the lines of demarcation between the many degrees and classes of claims upon which Congress has attempted so often to legislate. Be this, however, as it may, one thing is certain, that almost all the claims which have been sent back to us for further report, are marked and distinguished by strong features of genuineness and equity; and, on examination, will be found to be completely within the limits so fully established by the many precedents above cited, and which, we have authority for saying, were considered by our predecessors, and those interested, as sure and unerring guides. We forbear dilating any further on the topic, as the accompanying evidence will, no doubt, remove every obstacle which may have been in the way of a speedy and final adjustment of the suspended claims in question, and will be the means, it is to be hoped, of vesting in the highly respectable claimants interested, by a surer tenure, those titles which they have so long been induced to look upon as their own by every principle of justice and equity.

All of which is most respectfully submitted.

(Signed) B. Z. CANONGE, *Register*.
(Signed) M'CE CANNON, *Receiver*.

Confirmed by an act of Congress of 4th July, 1836.

REGISTER'S OFFICE, *New Orleans*.

I, Louis St. Martin, register of the land office at New Orleans, do hereby certify the foregoing documents, from page 1 to 7 inclusive, to be true copies of the evidence filed by Jean Jacques Haydel, in support of his claim, No. B. 42, of the decision of the register and receiver of this office upon said claim, and of a report of the register and receiver to the Secretary of the Treasury. And I do further certify, that the above claim has been confirmed by the act of Congress of July 4, 1836, entitled "An act confirming claims to land in the State of Louisiana."

In faith whereof I have hereunto subscribed my name, this 28th day of July, 1847.

(Signed) L. ST. MARTIN, *Register*.

Document F, filed 4th August, 1847.

(Signed) LUDGER PERRET, *Clerk*.

196.

Act of sale from the partnership of Nas. and Jacques Haydel to J. J. Haydel and brother, marked G.

N. B.—Translation No. 3.

ETAT DE LA LOUISIANE, *Paroisse Saint Jean Baptiste.*

Aujourd'hui deux Decembre, mil huit cent vingt deux, et la quarante septième année de l' indépendance des Etats Unis d'Amerique, par devant nous Térence LeBlanc, juge de la Paroisse Saint Jean Baptiste, et en présence des témoins ci-après nommés et soussigné.

Ont personnellement comparu le Sieur Jacques Haydel, de cette paroisse ci-devant associé pour l'habitation dont il sera question ci-après avec feu Nicolas Haydel et le Sieur Jean Galliot, au nom et comme fondé des pouvoirs passés à notre rapport le 30 Novembre dernier, par la dame Veuve Nicolas Haydel, curatrice ad bona d' Adelard Haydel, et par Emérante Haydel, son épouse, les dits Adelard and Emérante Haydel, enfants légitimes du dit feu Nicolas Haydel. A aussi comparu le Sieur George Bossié, père, aussi fondé de pouvoir de la Veuve Nicolas Haydel et d' Emérante Haydel femme dûment autorisée de Jean Galliot.

Lesquels par suite de la vente à l'encan des biens dépendants de la communanté et société d'entre le Sieur Jacques Haydel l'em des comparants et le feu Nicolas Haydel, à laquelle il a été procédé par nous juge susdit le trente Novembre dernier.

Ont déclaré avoir vendu, cédé, quitté, délaissé et transporté dès maintenant et pour toujours avec toutes les garanties de droit.

Aux Sieurs Jean Jacques Haydel fils et Marcelin Haydel, tous les deux de cette paroisse, à ce présents et acceptant acquéreurs pour eux leurs héritiers et ayant cause.

Une habitation située en cette paroisse sur la vive droite du fleuve bornée par en haut des sieurs acquéreurs et par en bas de la dame Veuve Pierre.

Becnel, ayant six arpents et trois toises de face sur une première profondeur de quarante arpents ouvrant de trois degrés et demi, plus une double concession dont la profondeur n'est pas determinée, mais qui donne une addition de deux cent quarante huit acres de superficie, en fin tel que le tout se poursuit et comporte et se trouve plus particulièrement décrit tant dans l'inventaire du dix Octobre dernier, que dans les avis publiés and affichés et dans le procès verbal de vente à l'encan susdaté et dont les acquéreurs ont par fait connaissance ainsi qu'ils le déclarent plus les établissements étant dessus la dite habitation, circonstances and dépendances, avec la réserve néanmoins en faveur des vendeurs des batiments et de la cour jusqu'an 1'er Janvier prochain.

Appert certificat du conservateur des hypothèques de cette paroisse en date de ce jour il n'en existe aucune inscrite sur la dite habitation soit contre le Sieur Jacques Haydel, soit contre le feu Nicolas Haydel, ou sa succession.

[REC. VI, D. T., 1854.]—3

La présente vente est faite pour le prix et somme de trieze mille trois cent quinze piastres, payable savoir: Deux mille piastres en tout Mars, mil huit cent vingt trois, et le veste montant à onze mille trois cent quinze piastres, payable par tiers en trois années à compter de cette époque, c'est-à-dire, trois mille sept cent soixante et onze piastres $\frac{6}{1}\frac{6}{0}\frac{6}{0}$, $\frac{2}{3}$ en Mars, mil huit cent vingt quatre, trois mille sept cent soixante et onze piastres $\frac{6}{1}\frac{6}{0}\frac{6}{0}$, $\frac{2}{3}$ en Mars, mil huit cent vingt cinq, et trois mille sept cent soixante et onze piastres pour solde plus $\frac{6}{1}\frac{6}{0}\frac{6}{0}$, $\frac{2}{3}$ en tout Mars, mil huit cent vingt six.

A l'effet de quoi les dit sieurs acquéreurs ont tout présentemente remis aux vendeurs qui le reconnaissent et en donnent décharge, quatre billets pareux souscrits ce jour á l'ordre du Sieur Pierre Aymé Becnel, qui les a endossés, l'un de deux mille piastres, et les trois autres de trois mille sept cent soixante et onze piastres $\frac{6}{1}\frac{6}{0}\frac{6}{0}$, $\frac{2}{3}$ chacun, payable au bureau du greffier de cette paroisse, et chacun d'eux payable à chacune des époques ci-dessus déterminées, iceux préalablement paraphés ne varietur pour en conserver l'identité avec les présentes.

Et en outre les dits sieurs acquéreurs ont déclaré hypothéquer l'habitation présentement vendue, jusqu'a parfait paiement de la dite somme de trieze mille trois cent quinze piastres, de la manière qu'il est dit ci-dessus, consentant qu'il soit pris inscription de la dite hypothèque partout où besoin sera.

Et au moyen de tout ce que dessus les vendeurs ont déclaré se désaisir de la propriété de la dite habitation en faveur des acquéreurs qui en étant contents et satisfaits pour l'avoir vue et visitée s'en reconnaissant en possession à compter de ce jour et en donnent décharge.

Car ainsi, &c., obligeant, &c., promettant, &c., renonçant, &c., dont acte.

Fait et passé à la paroisse St. Jean Baptiste, en l'etude de nous juge soussigné les jour mois et an que dessus, en présence des Sieurs Antoine Jules Orry et Jean Pierre Morel Guiramand, témoins requis et domiciliés en cette paroisse, lesquels après lecture ont signé avec les Sieurs George Bossié and Jean Galliot, Jean Jacques Haydel et Marcelin Haydel, et nous juge susdit non le Sieur Jacques Haydel, qui ne le sachant ainsi qu'il l'a déclaré a fait sa marque ordinaire.

(Signé) La marque de JACQUES HAYDEL,
J'N GALLIOT,
GEORGE BOSSIE,
J. J. HAYDEL,
MARCELIN HAYDEL,
A. ORRY,
J. P. MOREL GUIRAMAND.
T'E LE BLANC, *Juge.*

N. B.—Translation No. 3—continued.

N. B.—Translation No. 3—continued.

Je certifie la présente copie extraite du registre D, folio 67, et suivants des actes notaries de cette paroisse, conforme à l'original.

En foi de quoi je l'ai signée, et y ai apposé le sceau de mon office à la paroisse St. Jean Baptiste, le 12 Février, [SEAL,] 1831.

(signé) T'E LE BLANC, *Juge*.

Copy marked G, filed 4th August, 1847.

(Signé) LUDGER PERRET, *Clerk*.

Act of sale from the heirs of Mme. J. J. Haydel, and from J. J. Haydel, the father, to J. J. Haydel, the son, and Marcelin Haydel, marked H.

N. B.—Translation No. 4.

ETAT DE LA LOUISIANE,
Paroisse Saint Jean Baptiste.

Aujourd'hui dix sept Janvier, mil huit cent vingt, et la 44'e année de l' independance des Etats Unis d'Amérique, par devant nous Térence Le Blanc, Juge de la Paroisse St. Jean Baptiste, et en présence des témoins ci après nommés et sous ignés.

A personellement comparu le Sieur Pierre Aymé Becnel, fils l'un des fondés de pouvoir du Sr. Jean Jacques Haydel, père et des héritiers de la feue dame Marie Madeleine Bozonier, décédée, son épouse, comme il appert des dits pouvoirs et à la suite du procès de vente judiciare des biens meubles et immeubles de la communauté des dits J. J. Haydel et M. M. Bozonier, fait le treize et quatorze du présent par nous juge susdit et le quel est déposé en notre greffe.

Le quel au dit nons et par suite et continuation du dit procès devente judiciare a par ces présentes déclaré avoir vendu, comme en effet il vend cède, abandonne et délaisse avec toutes les garanties de droit. Aux Sieurs Jean Jacques Haydel, fils et Jean François Marcelin Haydel, frère habitant de cette paroisse à ce présent et acceptant acquéreurs savoir le Sr. Jean Jacques Haydel, fils pour deux tiers et le Sr. Marcelin Haydel pour un tiers pour eux, leurs héritiers et ayant cause.

Une habitation située dans la dite paroisse, établie en sucrerie, ayant dix sept arpens de face sur double profondeur, fermant de treize dégrés, étant sur la rive droite du fleuve bornée par en haut de l'habitation de M'me V'e Mathias Roussel, et par en bas de celle des Sieurs Jacques Haydel et frère, avec tous les édifices étant dessus, circonstances et dépendances, plus une certaine quantité de cannes en matelas telle qu'elle sera determinée par la suite, plus une chaudière à sucre qui se trouve maintenant sur l'habitation inférieuse dépendante de la communauté dont il s'agit, que les acquéreurs connaissent et dont ils pourront à volanté se mettre en possession.

La présente vente est faite, sous la réserve de la jouissance en faveur du Sieur Jean Jacques Haydel, père, jusqu'à la fin du

mois d'Aôut prochain, de la maison principale de la cour, des édifices qui s'y trouvent et du jardin, avec toutes les dépendances, plus de tout le bois de corde coupé qui s'y trouve, et du quart des cannes emmatelassées.

Et en outre pour le prix et somme de trente mille piastres, lesquelles sont payables, savoir: un tiers dans tout Mars, mil huit cent vingt et un, un tiers dans tout Mars, mil huit cent vingt deux, et le dernie rtiers en tout Mars, mil huit cent vingt trois, à l'effet de quoi les dits acquéreurs ont tout présentement remis au vendeur trois billets de dix mille piastres chacun par eux souscrits à l'ordre du Sieur Pierre Becnel, qui les à endossés et payables aux trois époques de paiement ci-dessus mentionnées, lesquels trois billets après avoir été paraphés ne varietur, par nous juge sus dit ont été remis au vendeur en sa qualité, ainsi qu'il le reconnait avec décharge.

Et pour assurer du avantage le paiement des dits trois billets à leurs échéances respectives, les acquéreurs ont déclaré affecter et hypothequer l'habitation présentement vendue, circonstances et dépendances, consentant qu'il en soit pris inscription par tout où besoin sera.

Appert certificat du conservateur des hypothéques de cette paroisse, en date de ce jour, il n'en existe sur la dite habitation contre le Sieur Jean Jacques Haydel, père, ou sa communanté avec sa défunte épouse.

Et au moyen de tout ce que dessus le vendeur en sa qualité, a déclaré se démettre et se désaisir de tous droits de propriété sur la dite habitation, et ce en faveur des acquéreurs qui s'en reconnaissent en possession de ce quatorze du courant et en quittent et déchargent le dit vendeur.

Car ainsi obligeant, promettant, renonçant, etc., dont acte fait et passé dans la paroisse St. Jean Baptiste, en l'étude les dits jour, mois et un que dessus en présente des Sieurs Pierre Montegut et J. P. Morel Guiramand, témoins requis et domicilies qui après lecture ont signé avec les vendeurs et acquéreurs et nous juge susdit.

(Signé) J. J. HAYDEL,
MARCELIN HAYDEL,
PIERRE AIME BECNEL,
PIERRE MONTEGUT,
J. P. MOREL GUIRAMAND.
T'E LE BLANC, *Juge.*

Je certifie la présente copie extraite du régistre C, folio 120, des actes notariés de cette paroisse, conforme à l'original.

En foi de quoi je l'ai signée et y ai apposé le sceau de mon office à la paroisse Saint Jean Baptiste, le douze Fevrier, 1831.

(Signé) T'E LE BLANC, *Juge.*

Copy marked H, filed 4th August, 1847.

(Signed) LUDGER PERRET, *Clerk.*

N.B.—Translation No. 4—continued.

Act of sale from the syndics of J. J. Haydel to the widow of F. M. Haydel, the defendant, marked J.

N. B.—Translation No. 5.

En la ville de la Nouvelle Orléans, dans l'Etat de la Louisiane, ce cinquième jour du mois d'Avril. mil huit cent quarante et un, et dans la soixante cinquième année de l'indépendance des Etats Unis d'Amérique.

Par devant Felix Grima, notaire public, dûment commissionné et assermenté dans et pour la ville et paroisse de la Nouvelle Orléans, y résident et en présence de témoins ci-après nommés et soussignés.

Furent présens:

Monsieur Antoine Cavelier, domicilié en la dite ville de la Nouvelle Orléans, agissant aux présentes—1o. Comme l'un des syndics des créanciers de Monsieur Jean Jacques Haydel, de la paroisse St. Jean Baptiste, en cet Etat. 2o. Et comme mandataire du dit Sieur Jean Jacques Haydel, son co-syndic en vertu d'une procuration à lui conférée par le dit Sieur Jean Jacques Haydel, en sa qualité suivant acte au rapport du notaire soussigné à la date du huit Mai, mil huit cent quarante; les dits Sieurs Antoine Cavelier et Jean Jacques Haydel, ayant été dûment nommes à cette qualité conjointement avec Monsieur Zénon Cavelier, de la dite ville à une assemblée des dits créanciers tenue en l'étude du notaire soussigné les quinzième et seizième jours d'Avril, mil huit cent trente neuf. Et les dits Sieurs Antoine Cavelier et Jean Jacques Haydel, ayant été depuis autorisés à agir comme seuls syndics des dits créanciers à une autre assemblée des dits créanciers tenue en l'étude du notaire soussigné le quatorze Avril, mil huit cent quarante, attendu que le dit Sieur Zénon Cavelier, leur co-syndic, s'était précédemment démis de ses fonctions. De première part.

Et Dame Azélie Haydel, veuve de feu François Marcelin Haydel, domiciliée en la dite paroisse St. Jean Baptiste, agissant aux présentes en sa qualité d'heritière universelle du dit feu François Marcelin Haydel, instituée par testament mystique déposé entre les mains de Louis T. Caire, notaire public en cette ville le vingt cinq Mars, mil huit cent trente neuf, lequel testament a été ouvert et prouvé le trente Décembre, de la même année, par devant l'honorable Térence Le Blanc, juge de paroisse et ex officio juge de la cour des preuves dans et pour la dite paroisse St. Jean Baptiste, lequel en a le même jour ordonné l'execution. De seconde part.

Et les comparans ont exposé que par un jugement rendu le quinze Juin, mil huit cent trente neuf, par la cour de district pour le primier district judiciaire de l'Etat de la Louisiane, à la requête de François Marcelin Haydel, et sur l'action en partage portée par ce dernier devant la dite cour, il a été ordonné qu'une certaine habitation située dans la dite paroisse St. Jean Baptiste,

N. E.—Translation No. 5—continued.

sur la rive du fleuve Mississippi, ci-après décrite et possédée alors en commun par le Sieur Jean Jacques Haydel, qui en avait les deux tiers et par François Marcelin Haydel, qui en avait l'autre tiers serait mise en vente à l'effet d'opérer un partage par voie de licitation aux termes et conditions suivantes, savoir: un tiers comptant et la balance à un deux et trois ans de crédit à compter du jour de la vente en billets endossés à satisfaction et portant hypothèque jusqu'à par fait paiement.

Qu'en conséquence et le vingt sept Fevrier, mil huit cent quarante, il a été procédé à la dite vente aux conditions sus mentionnées par le dit Térence Le Blanc, juge de paroisse et ex officio encanteur public pour la dite paroisse Saint Jean Baptiste, et qu'à cette vente la dite habitation avec les bâtisses et améliorations qui se trouvaient dessus, circonstances et dépendances, a été adjugée à la dite dame Azélie Haydel, veuve du dit François Marcelin Haydel, pour la somme de quarante et un mille cent piastres, ainsi que le tout appert du procès verbal de la dite vente publique, dont copie dûment certifiée est annexée pour recours aux présentes.

Et maintenant les dits comparants voulant réaliser les effets du dit partage et de la dite adjudication ont arrêté un compte signé par eux, en présence du notaire et des témoins sous signés et qui après avoir été paraphé ne varietur par le dit notaire est et demeure à la requête des parties annexé aux présentes pour recours, moyennant le quel compte et payée, qu'est la balance dûe par la dite dame Azélie Haydel, veuve de feu F. Marcelin Haydel, d'après le dit compte. Laquelle balance s'élevant à la somme de treize mille cent quatre vingt dix neuf piastres et vingt quatre cents a été payée par la dite dame veuve François Marcelin Haydel, en présence du notaire et des temoins soussignés au dit Sieur Antoine Cavelier, qui en sa dite qualité susénoncée le reconnait et en consent bonne et valable quittance, la dite dame veuve Haydel, se trouve avoir rempli toutes les conditions de la vente á elle faite, et par suite, le partage entre elle et les syndics des créanciers du dit Jean Jacques Haydel, se trouve également opéré.

En conséquence le dit Sieur Antoine Cavelier, en ses qualités sus énoncées déclare par ces présentes vendre, céder et transporter.

A la dite dame Azélie Haydel, veuve de feu François Marcelin Haydel, domiciliée à la dite paroisse St. Jean Baptiste en cet Etat, à ce présente et acceptant, acquéreur pour elle, ses héritiers ou ayans cause tous les droits, titres, actions et réclamations que le dit Sieur Jean Jacques Haydel, a et peut avoir sur l'habitation, ci-aprés décrite, savoir:

Une habitation établie en sucrerie située dans la paroisse St. Jean Baptiste, en cet Etat, sur la rive droite du fleuve Mississippi, ayant vingt trois arpens trois toises plus ou moins de face

audit fleuve sur quarante arpens de profondeur, fermant de neuf dégrés et demi, avec une seconde concession; cette habitation est bornée du côté d'en haut par celle de Madame veuve Mathias Roussel, et du côté d'en bas par celle en société entre le Sieur Pierre Clidament Becnel et la dame veuve François Haydel; ensemble les bâtimens étant dessus consistant en deux maisons principales dont une à étage, deux cuisines, deux hôpitaux, deux magasins à vivres, une écurie, un moulin à Pierre, un à riz, deux pigeonniers, deux cases à domestique, quatre poulaillers, un four, trois hangards, vingt cases à négre, une sucrerie ayant deux équipages montés de quatre chandières chaque et pourvus de leurs accessoires, un moulin à cannes mû par une machine à vapeur d'Angleterre, une purgerie pouvant contenir deux cent cinquante boucauts et une forge.

Par suite et au moyen des présentes le dit Sieur Antoine Cavelier, en sa qualité sus énoncée cède et transporte à la dite dame veuve François Marcelin Haydel, tous les droits de propriété de garantie et autres qu' avait et pouvait avoir le dit Sieur Jean Jacques Haydel, sur la dite habitation subrogeant la dite dame veuve François Marcelin Haydel, à tous les dits droits pour par elle en jouir, faire et disposer comme le dit Sieur Jean Jacques Haydel, aurait per en disposer lui même avant la cession de biens par lui faite à ses créanciers.

Dont acte fait et passé en l'étude à la Nouvelle Orléans, les jour, mois et an que dessus, en présence de Messieurs Jacques Anatole Courtin et François Benjamin Vinot, témoins compétens qui ont signé ces présentes avec les parties et le notaire après lecture.

(Signé) A. CAVELIER,
V'VE M'LIN HAYDEL,
J. COURTIN,
F. B. VINOT,
F. GRIMA, *Not. pvb.*

Pour copie conforme à l'original resté en mon étude pour recours. En foi de quoi j'ai signé les présentes et y ai apposé le sceau de mon office à la Nouvelle Orléans, ce vingt Avril, mil huit cent quarante un.

(Signé) FA. GRIMA, [L. S.] *Not. pub.*

27 Février, 1840.

Vente, sur licitation, d'une propriété possédée par feu François Marcelin Haydel, pour un tiers et par J. J. Haydel, pour deux tiers.

Cette vente s'est opérée en conséquence d'un jugement obtenu à la requête de F. Marcelin Haydel, contre Jean Jacques Haydel.

La propriété est vendue comme suit: Le tiers appartenant à Marcelin Haydel, comptant et les deux tiers formant la part de Jean Jacques Haydel, à un, deux et trois ans.

N. B.—Translation No. 5—continued.

N. B.—Translation No. 5—continued.

L'article 1,264 du code civil, indique de quelle manière en pareil cas il sera procédé au partage. Or la vente a produit la somme, de - $41,100 00

Comptant - - - - - - - -	13,700 00
à un an - - - - - - - -	9,133 33⅓
à deux ans - - - - - - - -	9,133 33⅓
à trois ans - - - - - - - -	9,133 33⅓

D'après des dispositions de l'article précité cette portion du prix qui est à terme devant être réduite au comptant par dix pour cent d'escompte, la vente sera considérée comme ayant produit au lieu de la somme sus mentionnée celle de $35,620 00 valeur, au 27 Février, 1840.

La part revenant à F. Marcelin Haydel, ou ses ayans cause sera donc du tiers de cette somme, savoir; de la somme de - - - - - $11,876 66⅔

De sorte que Madame Veuve F. Marcelin Haydel, aux droits de son mari devra sur ce premier terme à la masse des créanciers de Jean Jacques Haydel - - - - - - - - -	1,823 33⅓
Elle doit en outre pour balance de compte -	2,775 64½
Plus le terme venant dû le 27 Février, 1841 -	9,133 33⅓
Do. 27 Février, 1842 -	9,133 33⅓
Do. 27 Février, 1843 -	9,133 33⅓

Or M'e Veuve F. Marcelin Haydel, aux droits de son mari s'était vendue adjudicataire de la dite habitation et se trouvait elle-même créancière de Jean Jacques Haydel, et voulant tant opérer un partage définitif du produit de la dite vente que régler tous ses comptes avec les syndics des créanciers du dit Sieur J. J. Haydel, en faisant compensation des sommes dûes à la dite dame sur les deux tiers du prix de l'adjudication de la dite habitation, il a été convenu qu'elle escompterait l'excédent qu'elle pourrait devoir à la masse de J. J. Haydel, après avoir opéré les compensations sus dites. Et à cet effet les parties ont fait et arrêté le compte courant en l'autre part le quel établit un règlement final et absolu de tous comptes de partage et autres existant entre les dites parties.

Doit. M'e Ve F. Marcelin Haydel en compte courant avec Jean Jacques Haydel.

31 Août, 1838 Par compte.		$2,775.64 1/2	31 Août, 1838, par bills et jugement..... $16,726.23
Intérêts à 5 per cent. au 27 Février, 1841, 2 ans 175 jours.....		349.56	Intérêts au 27 Février, 1841, 2 ans 175 jours..... 2,099.88
6 Sept'bre, 1839. Dividende reçu ce jour.....		2,007.15	Par balance..... 13,199.24
Intérêts au 27 Février, 1841, à raison de 5 per cent...		150.81	
27 Février, 1840. Excédant rapporté par elle sur le premier terme au comptant.....		1,823 33 1/3	
Intérêts au 27 Fév'r, '41, do		92 67	
Do., 1841, premier terme à crédit sur le prix de l'habitation dû ce jour.....		9,133.33 1/3	
Par terme du 27 Février, 1842.....	$9,133.33 1/3		
Moins escompte pour l'an.....	857.94		
		8,275.39 2/3	
Par terme du 27 Février, 1843.	9,133.33 1/3		
Moins escompte pour deux ans	1,715.88		
		7,417.45 1/3	
		$32,025.35	$32,025.35

(Signé) Veuve M'LIN HAYDEL,
A. CAVELIER,
p. p. J. J. HAYDEL,
A. CAVELIER, syndic de
J. J. HAYDEL,
J. COURTIN,
F. B. VINOT.

Ne varietur. Nouvelle Orléans, le 5 Avril, 1841.
F. GRIMA, *Not. pub.*

Je soussigné Félix Grima, notaire public, dûment commissionné et assermenté dans et pour la ville et paroisse de la Nouvelle Orléans, certifie que ce qui précède est une copie fidèle d'un compte annexé à un acte, passé en mon étude en date du cinq du courant, contenant vente d'habitation par les syndics des créanciers de Jean Jacques Haydel à veuve François Marcelin Haydel.

En foi de quoi j'ai signé les présentes et y ai apposé le sceau de mon office à la Nouvelle Orléans, ce vingt Avril, mil huit cent quarante et un.

(Signed) F. GRIMA, *Not. pub.* [L. S.]

Copy marked J, filed 4th August, 1847.
(Signed) LUDGER PERRET, *Clerk.*

[REC. VI, D. T., 1854.]—4

N. B.—Translation No. 5—continued.

Will and other proceedings in the estate of Marcelin Haydel, marked K.

To the honorable the court of probates in and for the parish of St. John the Baptist.

The petition of Azélia Haydel, of the parish of St. John the Baptist, the widow of the late François Marcelin Haydel, formerly of said parish, humbly showeth, that her said husband, François Marcelin Haydel, residing, as abovesaid, in this parish, died in said parish on Saturday evening, the 16th day of November, instant, 1839, as appears from the annexed certificate, being part of this petition.

That before his death he made several wills or testaments, the last of which, being a mystic or secret testament, was by him made in New Orleans, and deposited in the office of Louis T. Caire, esquire, a notary public of New Orleans.

That the petitioner has strong reasons to believe, and she does really believe, that she is interested in having the said testament opened and proven, homologated and ordered to be executed according to law.

That petitioner annexes to this petition, as part thereof, a receipt of the above named notary for said mystic testament.

Wherefore, the petitioner humbly prays that this court, considering the premises and the annexed affidavit, may be pleased to issue an order directing said Louis T. Caire, notary public, to produce said mystic will, or the packet inclosing it, in and before this honorable court, at such time that this court may be pleased to determine, that it may be opened and proved, and the execution of it ordered.

And your petitioner further prays for all such other legal relief competent with equity, justice, and the nature of the case.

(Signed) E. A. CANON, *of Counsel.*

Azélia Haydel, widow Haydel, the above petitioner, being duly sworn, declares and says: That the mystic testament of her late husband, François Marcelin Haydel, of the parish of St. John the Baptist, has been by him deposited for safe keeping in the office of Louis T. Caire, esquire, notary public, of New Orleans; and that she does really believe that the aforesaid mystic testament is still within the control and custody of said notary.

(Signed) AZÉLIA HAYDEL.

Sworn to and subscribed before me, at the parish of St. John the Baptist, 26th November, 1839.

(Signed) A. SORAPURU, *Justice of the peace.*

Extrait du régistre des sépultures de l' eglise paroissiale de St. Jean Baptiste, comté des allemands, Etat de la Louisiane, pour l' année, 1839, *où fol.* 201, *Ro. No.* 55, *On lit ce que suit.*

L'an mil huit cent trente neuf et le dix septième jour du mois de Novembre, a été inhumé, par nous soussigné, le corps de Jean François Marcelin Haydel, né le trois Mai, dix sept cent quatre vingt huit, époux de dame Azélie Haydel, et fils légitimie de feu Jean Jacques Haydel, et de feu Marie Magdeleine Bozonier, ses père et mère, décédé hier à neuf heures et demi du soir, et enterré cet après midi au cimitière de cette eglise, en présence de M.rs M's Pierre Bossié, Pierre Aimé Becnel, Armand Gravois, Clidament Becnel, Nicolas Keller, et plusieurs autres, tous de cette paroisse, dont quelques uns signent avec nous.

N. B.—Translation No. 6.

(Le régistre est signé) BUREL,
OCTAVE BECNEL,
URSIN HAYDEL,
FÉLIX BECNEL,
M. BELFORT HAYDEL,
P. A. BECNEL,
FLORESTAN BECNEL,
J. C. BECNEL,
V. BRONDOURS,
BONNEVILLE,
PIERRE BOSSIÉ,
V'E M'E MINA, *Curé.*

Collationné sur l'original ci-dessus énoncé et délivré de 30 9bre, 1839.

(Signé) V'E M'E MINA, *Curé.*

Reçu de Mr. Jean François Marcelin Haydel, de la paroisse St. Jean Baptiste, pour être déposé en mon étude son testament mystique.

Nouvelle Orléans, le vingt cinq Mars, mil huit cent trente neuf.

(Signé) LOUIS T. CAIRE, *Not. pub.*

Decree.

Upon reading the foregoing petition and affidavit, it is decreed that an order do issue directing Louis T. Caire, notary public in and for the city and parish of New Orleans, to produce before this court, on Monday, sixteenth December, eighteen hundred and thirty-nine, at ten o'clock, a. m., the mystic will of the late Françoise Marcelin Haydel, or the packet containing it, deposited in his office, as it appears from his receipt annexed to and making part of this petition, in order that

said mystic will be proved and opened, and that the execution of it may be ordered.

Parish of St. John the Baptist, November 30, 1839.

(Signed) T'E LE BLANC, *Judge*.

Monday, 23d December, 1839.

Present, the Hon. Térencé LeBlanc, judge.

It is ordered by the court that the following motion in writing be filed in this court and entered on the minutes.

Parish of St. John the Baptist, court of probates.

Estate of F's M'lin Haydel.

On motion of E. A. Canon, of counsel for Azélie Haydel, widow of the late F's Marcelin Haydel, and, upon giving the court to understand that on the 16th instant the will of the late F's Marcelin Haydel could not be opened and proven, on account of the absence of the necessary witnesses, it is ordered by the court that subpœnas issue to the witnesses to the superscription of the will, to appear in this court on Monday, the 30th December, instant, to prove said will; and that further notices be given to all interested parties according to law.

(Signed) E. A. CANON.

(Signed) T'E LE BLANC, *Judge*.

Court of probates in and for the parish of St. John the Baptist.

Estate of the late François Marcelin Haydel.

The State of Louisiana, to Jean Jacques Haydel, Adelaide Haydel, widow, George Roussel, Pierre Ayme Becnel, Florestan Becnel, Felix Becnel, and Amélie Becnel, wife of Charles Roussel, greeting:

You are hereby notified that the mystic will of the late François Marcelin Haydel, of whom you are a presumptive heir, shall be proved and opened before this court on Monday, 30th December, 1839, at 10 o'clock, a. m.

(Signed) TE. LE BLANC, *Judge*.

Parish of St. John the Baptist, 24th December, 1839.

Received on the 26th instant, and on the 27th instant served a true copy of the same to Mr. J. J. Haydel, in person; to A. Haydel, widow G'es Roussel, in person; to P're A. Becnel, in the hands of his wife; to Florestan Becnel, in the hands of wife of P. A. Becnel, and at his domicil; to Felix Becnel, in person, and to Amélie Becnel, wife of Chas. Roussel, in person.

Returned on the 27th inst.

(Signed) AN'IS LUMINAIS, *Sheriff*.

Parish of St. John the Baptist, December 27, 1839.

Court of probates in and for the parish of St. John the Baptist.

Estate of the late François Marcelin Haydel.

The State of Louisiana, to Erazie Haydel, widow of the late Louis Le Bourgeois, and to Ramire Becnel, greeting:

You are hereby notified that the mystic will of the late François Marcelin Haydel, of whom you are a presumptive heir, shall be proved and opened before this court, on Monday, 30th December, 1839, at 10 o'clock, a. m.

(Signed) T'E LE BLANC, *Judge*.

Parish of St. John the Baptist, 24th December, 1839.

Received on the 26th December, 1839, and on the 27th day of said month served a copy of the within notice on Erazie Haydel, widow Louis Le Bourgeois, and on Ramire Becnel, in persons.

Returned at the parish of St. James, December 28, 1839.

(Signed) MICHEL SANSON, *Deputy sheriff*.

STATE OF LOUISIANA,
Parish of St. John the Baptist.

Court of probates.

Be it remembered, that on this thirtieth day of December, in the year of our Lord one thousand eight hundred and thirty-nine, and the sixty-fourth of the independence of the United States of America:

Upon the application of Azélie Haydel, widow of the late Marcelin Haydel, and in conformity with the order of the court of probates in and for the parish of St. John the Baptist, bearing date twenty-third instant:

All the presumptive heirs of said Marcelin Haydel, deceased, residing in this State, have been duly notified that it should be proceeded in this court this day to the proof and opening of the mystic will of said deceased, as it more fully appears from the annexed notices and returns made in due course of law.

Before me, Térence Le Blanc, parish judge and ex-officio judge of the court of probates in and for the parish of St. John the Baptist, personally came and appeared Jean Jacques Conte, residing in the city of New Orleans, who being first by me duly sworn, and on being by me presented with a packet closed and sealed with red Spanish wax, on which a seal with letters "E. A. C." has been affixed, purporting, from the superscription written thereon, to contain the mystic last will and testament of Jean François Marcelin Haydel, deceased, and signed by the said Jean François Marcelin Haydel and seven witnesses, and Louis T. Caire, the notary, who received and wrote the same, said act of superscription being in the words and figures following:

N. B.—Translation No. 7.

"Aujourd'hui, le vingt cinquième jour du mois de Mars, de l'année mil huit cent trente neuf, et la soixante troisième de l'indépendance des Etats Unis d'Amérique:

"Par devant Louis T. Caire, notaire pour la ville et paroisse de la Nouvelle Orléans, dûment commissionné et assermenté, est comparu Mr. Jean François Marcelin Haydel, de la paroisse St. Jean Baptiste, le quel étant sain de corps, esprit, mémoire, jugement et entendement, a remis au dit notaire un paquet clos et scellé par lui et il lui a déclaré en présence des témoins soussignés, que le contenu en ce papier est son testament, écrit par Mr. E. A. Canon, par son ordre et signé par lui; en foi de quoi il a signé le présent acte de subscription écrit de la main du notaire, le tout fait de suite sans interruption, et sans divertir à d'autres actes, et le Sieur Haydel, a signé avec les témoins et moi notaire.

(Signé) "MARCELIN HAYDEL,
"DELEGORGUE,
"E. A. CANON,
"CH'S N. DELERY,
"J'N JACQUES CONTE,
"F. KROLL,
"AMADES MOREL,
"C'Y COURBE LADREYERE,
"LOUIS T. CAIRE, *Not. pub.*"

Did declare and say that he recognises the said sealed packet, so presented to him, to be the same that the testator delivered to said notary in his presence, and in that of the other subscribing witnesses, declaring to him that it contained his last will and testament, and also which he, the said testator, signed in his presence, in that of the said notary, and in that of the other subscribing witnesses; and further, that he recognises his signature, those of the other subscribing witnesses, that of the said notary, Louis T. Caire, and that of the testator, at the foot of the aforesaid act of superscription; and the said witness did further declare, that all the signatures at the foot of the act of superscription were written all in his presence; and at the same time, on the day he purports to have been signed; and the said witness did hereunto set his hand, after due reading hereof, the day, month and year first above written.

(Signed) J'N J'QUES CONTE.

Sworn to and subscribed before me, at the parish of St. John the Baptist, this 30th December, 1839.

(Signed) T'E LE BLANC, *Judge.*

Also, at the same time, personally came and appeared Virgile Delegorgue, residing in the city of New Orleans, who, being first by me duly sworn, did declare and say, that he recognises the sealed packet mentioned and described in the foregoing declaration of Jean Jacques

Conte, and now exhibited to him, to be the same that the testator, Jean François Marcelin Haydel, delivered to Louis T. Caire, notary in and for the city of New Orleans, in his presence and in that of the other subscribing witnesses, declaring to him that it contained his last will and testament, and also which he, the said testator, signed in his presence, and in that of the said notary, and of the other subscribing witnesses; and further, that he recognises his signature, those of the other subscribing witnesses, that of the said notary, Louis T. Caire, and that of the testator, at the foot of the act of superscription written by said notary on said packet; and that all the signatures at the foot of the act of superscription were written in his presence and at the same time on the day he purports to have been signed; and the said witness did hereunto set his hand, after due reading hereof, the date, month, and year first above written.

(Signed) DELEGORGUE.

Sworn to and subscribed before me, at the parish of St. John the Baptist, this 30th December, 1839.

(Signed) T'E LE BLANC, *Judge*.

Next at the same time, personally came and appeared Louis Thimelé Caire, notary public, in and for the city and parish of New Orleans, and herein residing, who being first by me duly sworn, did declare and say, that he recognises the closed and sealed packed mentioned and described in the foregoing declaration of Jean Jacques Conte, and now exhibited to him, to be the same that the testator, the said Jean François Marcelin Haydel, delivered to him, witness, in presence of the subscribing witnesses thereto, declaring to him that it contained his last will and testament, and that the said testator has signed the act of superscription written by him, witness, on said sealed packet, in the presence of him, witness, and in that of the subscribing witnesses; and, further, that he recognises his signature, those of the said subscribing witnesses, and that of the said testator at the foot of the said act of superscription; that all the signatures at the foot of said act of superscription were written in his presence, and at the same time, on the day said act purports to have been signed; and the said witness did hereunto set his hand after due reading hereof, the day, month, and year first above written.

(Signed) LOUIS T. CAIRE.

Sworn to and subscribed before me, at the parish of St. John the Baptist, this 30th December, 1839.

(Signed) T'E LE BLANC, *Judge*.

All the witnesses who have signed the act of superscription on the sealed packet purporting to contain the mystic will of the late Jean François Marcelin Haydel, and Louis T. Caire, esq., the notary who has received and written said act of superscription, have been duly notified to appear this day before this court to prove said mystic will. Jean Jacques

Conte, Virgile Delegorgue, and Louis T. Caire, sworn as aforesaid, being called again, further declare that the sealed packet mentioned in their foregoing declarations was by said François Marcelin Haydel delivered to Louis T. Caire, esq., notary public in and for the city of New Orleans, in the office of E. A. Canon, esq., in Condé street, at New Orleans, and that the act of superscription was written by said notary and signed by the testator, the subscribing witnesses, and said notary, at the same place, at about six o'clock in the evening.

(Signed) LOUIS T. CAIRE,
" J. J'QUES CONTE,
" DELEGORGUE.

Sworn to and subscribed before me, at the parish of St. John the Baptist, this 30th December, 1839.

(Signed) T'E LE BLANC, *Judge*.

Whereupon the said sealed packet, being by me broken open in the presence of the aforesaid witnesses, was found to contain an instrument of writing, written on one page of a sheet of ruled foolscap paper, dated "Nouvelle Orléans, le 25 Mars, 1839," beginning with these words, *"Moi, Jean François Marcelin Haydel, de la paroisse St. Jean Baptiste," and signed "Marcelin Haydel;" and after having immediately read the said last will and testament in a loud and distinct voice to the aforesaid witnesses, in presence of Mrs. Azélie Haydel, widow of the late Jean François Marcelin Haydel, Pierre Clidament Becnel, E. A. Canon, Ludger Perret, and Adolphe Sorapuru, all then in court; and also after having signed ne varietur the said act of superscription at the beginning and at the end of each side, and the said will at the beginning and at the end, I do now order the same to be deposited and recorded in this court, and the execution thereof take place according to law; that Azélie Haydel, the widow of the late Jean François Marcelin Haydel, be admitted to take her oath as testamentary executrix of her said deceased husband, and that letters of testamentary execution be delivered to her.

Done in the court of probates, at the parish of St. John the Baptist, this thirtieth day of December, one thousand eight hundred and thirty-nine.

(Signed) T'E LE BLANC, *Judge*.

---

* I, Jean François Marcelin Haydel, of the parish of St. John the Baptist.

NOUVELLE ORLEANS, *le* 25 *Mars*, 1839.

Moi, Jean François Marcelin Haydel, de la paroisse St. Jean Baptiste, de cet Etat de la Louisiane, me trouvant sain d'esprit et de corps, ai fait mon testament comme suit:

J'institue pour mon héritière universelle ma femme bien aimée Azélie Haydel, à qui je lègue tous mes biens, sauf les legs ci-après.

Je nomme pour mon executrice testamentaire, ma femme ci-dessus nommée. Je lui donne la saisine et la détention de tous mes biens. J'ordonne qu'elle puisse prendre deux ans pour le paiement des legs suivants.

Je légue à ma nièce M'me veuve Charles Lanaux, née Roussel, la somme de deux mille piastres.

Je légue un jeune Alphonse Becnel que j'élève chez moi, la somme de trois mille piastres.

Mille piastres à mon filleul, Pierre Becnel.
Mille piastres à ma filleule, Azélie Wièndahl.
Mille piastres à Euphémie Troxler, ma filleule.
Mille piastres à Emilie Haydel, ma filleule.
Mille piastres à Uranie Haydel, ma filleule.
Cinq cents piastres à Ernestine Roussel, ma filleule.
Fait les jour, mois et an que dessus.

(Signed) MARCELIN HAYDEL.

N. B.—Translation No. 8.

Aujourd'hui, le vingt cinquième jour du mois de Mars, de l'année mil huit cent trente neuf, et la soixante troisième de l'indépendance des Etats Unis d'Amérique: Par devant Louis T. Caire, notaire, pour la ville et paroisse de la Nouvelle Orléans, dûment commissionné et assermenté, est comparu Mr. Jean François Marcelin Haydel, de la paroisse St. Jean Baptiste, lequel étant sain de corps, esprit, mémoire, jugement et entendement, a remis au dit notaire un paquet clos et scellé par lui et il lui a déclaré en présence des témoins soussignés, que le contenu en ce papier est son testament, écrit par Mr. E. A. Canon, par son ordre et signé par lui; en foi de quoi il a signé le présent acte de subscription écrit de la main du notaire, le tout fait de suite, sans interruption et sans divertir à d'autres actes, et le Sieur Haydel, a signé avec les témoins et moi notaire.

(Signé) MARCELIN HAYDEL,
E. A. CANON,
DELEGORGUE,
J'N J'QUES CONTE,
F. KROLL,
C'Y COURBE LADREYERE,
CHARLES N. DELERY,
AMADES MOREL,
LOUIS T. CAIRE, *Not. Pub.*

Monday, 30th December, 1839.

Present the honorable Térence Le Blanc, judge.

Estate of François Marcelin Haydel.

On motion of Azélie Haydel, widow of the late François Marcelin Haydel, it is ordered, that she be admitted to take her oath as testamentary executrix of the last mystic will and testament of the late François Marcelin Haydel, her deceased husband, duly proved this day before this court, and that letters of testamentary execution be delivered to her.

(Signed) T'E LE BLANC, *Judge.*

STATE OF LOUISIANA,
Parish of St. John the Baptist.
Fourth judicial district court.

I, Ludger Perret, clerk of the fourth judicial district court of the State of Louisiana, in and for the parish of St. John the Baptist, do hereby certify the foregoing to be true copies from the originals on file and of record in this court.

Parish of St. John the Baptist, July 27th, 1847.

[SEAL.] (Signed) LUDGER PERRET, *Clerk.*

Copy marked K, filed 4th August, 1847.

(Signed) LUDGER PERRET, *Clerk.*

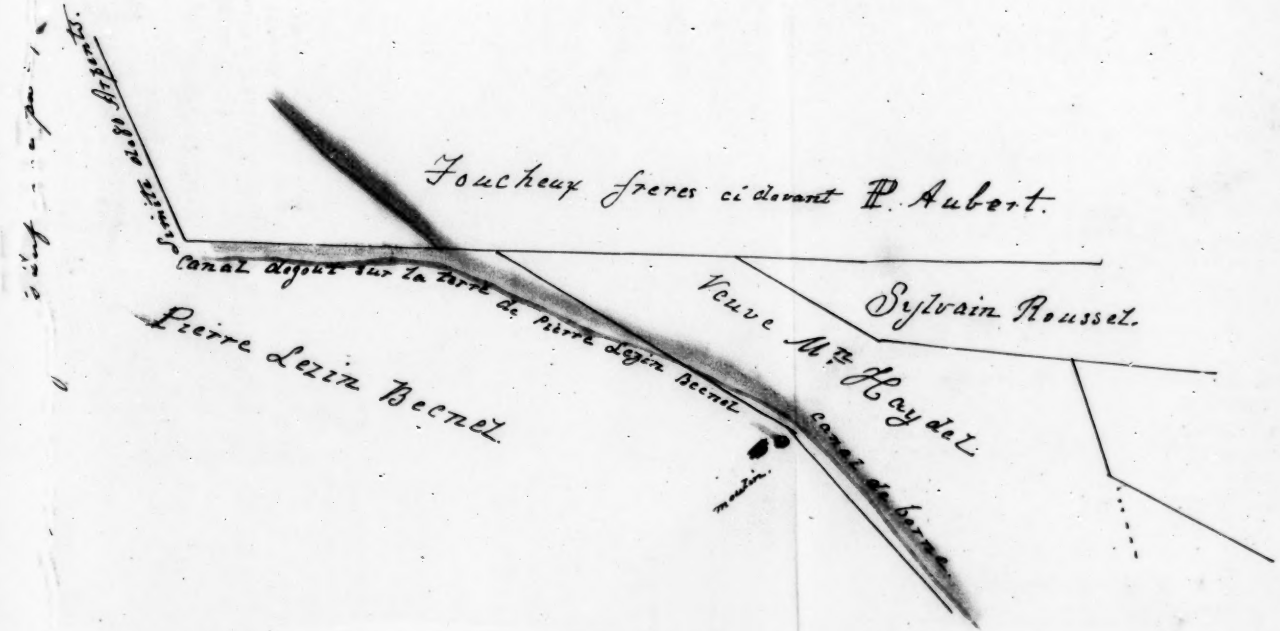
Document marked L.

Droit d'égout accordé par Lézin Becnel à veuve Marcelin Haydel, 1'er Avril, 1845—No. 91.

N. B.—Translation No. 9.

Entre nous soussignés Pierre Lézin Becnel, d'une part, et Azélie Haydel, veuve Marcelin Haydel, d'autre part, il a été convenu et arrêté ce qui suit: Pierre Lézin Becnel, propriétaire de l'habitation limitrophe du côté inférieur à celle de M'me Marcelin Haydel, permet de fouiller sur sa propriété, un canal conformement un plan ci-dessus pour égouter l'habitation de la dite Dame Marcelin Haydel, et aux conditions suivantes: Pierre Lézin Becnel conservera toujours son droit de propriétaire sur l'emplacement du canal et pourra toujours s'en servir, lui, ses héritiers ou ayans cause comme moyen d'égout pour sa propriété. Madame Marcelin Haydel s'engage par le présent à ne jamais faire ni laisser faire sur ce canal aucun pont qui le traverserait et donnerait acces à la propriété de Pierre Lézin Becnel. En retour Pierre Lézin Becnel s'engage pour lui, ses héritiers ou ayans cause à considérer toujours le dit canal comme une servitude au profit exclusif de M'me Marcelin Haydel, ses héritiers ou ayans cause.

Fait double et de bonne foi en la paroisse St. Jean Baptiste, le 22 Mars, 1845.


Fouchoux freres ci devant P. Aubert.
Sylvain Rousset.
Veuve Mre Hay del.
Pierre Lezin Becnel
Canal dejour sur la terre de Pierre Lezin Becnel
canal de borne
moulin

[*For plat see original, page* 54.]

Document marked L, filed 4th August, 1847.
(Signed) LUDGER PERRET, *Clerk*.

Answer to reconventional demand.

WIDOW DUFRESNE
vs.
WIDOW HAYDEL. } No. 47.

In the fourth judicial district, parish of St. John the Baptist.

The answer of plaintiff, Widow Dufresne, to the reconventional demand of defendant, humbly showing: that she pleads the general issue, and that the confirmation to J. J. Haydel by Congress is posterior to the origin of her (plaintiff's) rights, under the laws granting rights of pre-emption of back concessions, prays to be hence dismissed; and as in duty bound.
(Signed) HENRY ST. PAUL, *of Counsel*.

Answer to reconventional demand endorsed: 4th judicial district, parish of St. John the Baptist.

WIDOW DUFRESNE
vs.
WIDOW M'LIN HAYDEL. } No. 47.

Answer to reconventional demand.
(Signed) H. ST. PAUL, *Attorney*.

Filed 17th August, 1850.
(Signed) LUDGER PERRET, *Clerk*.

Agreement.

DUFRESNE
vs.
HAYDEL.

It is agreed that this case shall to-morrow be submitted upon written briefs; that the judgment shall be rendered after the term of the court and signed forthwith; that defendant's claim for improvements shall be reserved; that only a bond for costs shall be necessary in case of appeal; that the record of appeal shall be composed of the English petition, the answer, plaintiff's answer to the reconvention,

the documents marked A, B, C, D, E, F, G, H, I, K, and L, the testimony of the witnesses P. C. Becnel and Ursin Webre, the document Z being admissions of parties and statements of document W, which shall be sent to the clerk by the plaintiff's counsel; and of the judgment and petition, order and bond of appeal, and of this agreement, that the record so made out shall be certified by the clerk as containing all the pleadings and documents filed in the case, and all the evidence adduced by the parties.

St. John Baptist, August 16th, 1850.

(Signed) HENRY ST. PAUL,
Of counsel for plaintiff.
L'S JANIN, *Att'y for deft.*

It is further agreed, that no survey preliminary to the judgment shall be required, inasmuch as the plaintiff claims the prolongation of the side lines of her front tract which are perfectly well known, and the defendant claims the land in the rear of the tract derived from J. J. Haydel, between the prolongation of the side lines of the front tract which are equally well known, and to be maintained in the ownership of the tract patented to her as a second depth, the locality of which is not disputed.

St. John Baptist, August 16th, 1850.

(Signed) HENRY ST. PAUL, *for plaintiff.*
LOUIS JANIN, *Att'y for defend't.*

Agreement endorsed:

DUFRESNE
vs.
HAYDEL.

Agreement filed 17th August, 1850.

(Signed) LUDGER PERRET, *Clerk.*

Judgment.

WIDOW FRANÇOIS DUFRESNE
vs.
WIDOW MARCELIN HAYDEL. } No. 47.

Fourth judicial district court of Louisiana, in and for the parish of St. John the Baptist.

The plaintiff in this case alleges that her late husband, François Dufresne, on the 29th of April, 1822, paid into the hands of the Receiver of public moneys for the eastern district of Louisiana, the sum of $148 75, being the purchase money for his preëmption right to a tract of land, containing 119 superficial acres, and adjacent to and back of his front tract, situated in the parish of St. John the Baptist, on the right bank of the Mississippi river, in township 12, range 18 east, section 26, containing an area of 155 $\frac{81}{100}$ acres. The plaintiff further alleges, that, by reason of a bend in the river, the quantity of vacant lands subject to private entry was about 322 $\frac{45}{100}$ acres; that the only

one who, like her husband, took advantage of the preëmption right, was the late Nicolas Haydel, whose land is now owned by widow Marcelin Haydel; that the land of said Nicolas Haydel covers an area of 249 $\frac{54}{100}$; that, according to the plan returned to the land office by the United States deputy surveyor, lot 54, which lies in the rear of her front tract, contains only 79 $\frac{28}{100}$ acres, instead of 121 $\frac{13}{100}$ acres, which should have been her proportion out of the 322 $\frac{45}{100}$ acres, subject, as aforesaid, to private entry; and that lot 60, which lies in the rear of the front tract, formerly belonging to Nicolas Haydel, contains 243 $\frac{20}{100}$, instead of only 201 $\frac{35}{100}$ acres; which should have been the only proportion of Nicolas Haydel. The plaintiff concludes with a prayer, to the effect that the court may appoint a surveyor, with direction to make a new survey and a *pro rata* division of the vacant land lying in the rear of the front tracts of these parties, so as to allow to each estate its full proportion.

It is admitted that Widow Dufresne is the owner of the tract of six arpens front, designated on the township plat by No. 26, and also of two arpens front adjoining the tract of six arpens, and being part of lot 25. It is also admitted that lot 26 has 155 $\frac{80}{100}$ superficial arpens.

The defendant, on her part, avers that the double concession of defendant, described in plaintiff's petition, was entered on the first of May, 1822, by J. and N. Haydel, then owners of the front tract; that said entry was made for 248 acres; that, in 1829 and 1830, the township in which the lands in controversy lie was surveyed; that, on the 4th of January, 1831, said survey and the plat exhibiting the same was approved; that by said survey, the second depth, entered as aforesaid, was reduced to 245 acres, and that said tract of land was patented on the 8th of September, 1845; that the respondent is now the owner of both said front and rear tracts, and that she and her authors have, since 1822, held the open, notorious and corporal possession of the same, and made on the double concession improvements, which are worth $1,300.

The defendant further avers that she is the owner of a plantation situated in the parish of St. John the Baptist, on the west side of the Mississippi river, having 23 arpens 3 toises front on the river, by an irregular depth, with closing lines; that the tract of which the second depth is partially claimed by plaintiff, is the lower part of said plantation, and was formerly the property of J. and N. Haydel; that the upper and larger part of said plantation was formerly the property of Jean Jacques Haydel, and before him of Jean Jacques Haydel the father; that the latter obtained from the Spanish government of Louisiana a grant of said double concession, which was confirmed by Congress in 1836; that said confirmed double concession, which is also the property of respondent, extends in the rear of the front tract originally belonging to J. J. Haydel, to a depth of 80 arpens from the river, between the prolongation of its side lines; that said double concession cuts off a considerable portion of the second depth of the land of plaintiff, described in her petition as lot 54 in said township map, and that

so far as the double concession of respondent covers lot 54, her title is superior to that of plaintiff. Respondent pleads the prescription of ten, twenty and thirty years, and claims in reconvention that the entry made by François Dufresne, in 1822, be declared null and void, so far as the same extends beyond the prolongation of the upper line of respondent's land, as above described. To this demand in reconvention, the plaintiff pleaded the general issue.

The title of the parties to their respective front tracts being either satisfactorily proven or admitted, and the question of damages being reserved, the only points which require the adjudication of this court may be reduced as follows: 1st. Can the survey of the township 12, range 18 east, examined and approved on the 4th of January, 1831, by the principal deputy surveyor, and afterwards on the 4th of March, 1831, by the surveyor of public land south of the State of Tennessee, be disregarded, and another survey ordered to settle the equity between the parties? 2d. Is the confirmation by act of Congress of date 4th July, 1836, of the claim of Jean Jacques Haydel, superior to the entry made by François Dufresne in 1822? 3d. Has the defendant made out his plea of prescription?

And as to the first point, it appears that the parties to this suit, or those under whom they hold, became the purchasers of the vacant lands adjacent to and back of their front tracts, in 1822, (in the months of April and May,) under the 7th section of an act of Congress approved May 11th, 1820, entitled "An act supplementary to the several acts for the adjustment of land claims in the State of Louisiana;" which said section continued and revived for the term of two years the 5th section of the act of 3d March, 1811, entitled "An act providing for the final adjustment of claims to lands, and for the sale of public lands in the territories of Orleans and Louisiana," &c. (See Public Lands, Laws, Opinions and Instructions, part 1, chapters 116 and 245.) There being no returned survey of that portion of township 12 embracing the lands in controversy, at the period of the above purchases and entries, the parties were required to pay for the maximum quantity to which they could have been entitled under the law. A survey was then necessary to perfect the title of the purchasers and to divest the Government, and it must be conceded that nothing short of a public survey could so divest the United States. The 5th section of the act above cited, specially provides that the principal deputy surveyor of each district, respectively, shall be authorized, under the superintendence of the surveyor of the public lands south of the State of Tennessee, to cause to be surveyed the tracts claimed by virtue of this section; and in all cases where, by reason of bends in the river, lake, creek, bayou or water-course, bordering on the tract, and of adjacent claim of a similar nature, each claimant cannot obtain a tract equal in quantity to the adjacent tract already owned by him, to divide the vacant land applicable to that object between the several claimants, in such manner as to him may appear most equitable. Thus it is clear the principal deputy surveyor, subject to the control of the principal surveyor, was

the only officer on whom was imposed the duty of doing equity among those entitled to back concessions under the 5th section of the act of 3d March, 1811, and acting, as we are bound to suppose, under the instructions of his principal, the deputy surveyor did cause to be surveyed, and did make a division of the vacant lands in such a manner as to him appeared most equitable, and his operations were approved on the 4th of March, 1831, by the principal surveyor south of the State of Tennessee, and were virtually sanctioned by the President of the United States, who issued a patent for lot 60, according to said survey returned to the General Land Office.

This survey, by which alone the United States could be bound, allotted to section 54, 79 $\frac{28}{100}$ superficial acres under the entry of François Dufresne, and allotted to section 60, 243 $\frac{20}{100}$ superficial acres under the entry of J. & N. Haydel, and represented the portion coming to the neighboring front tracts. Thus it is clear that the United States have absolutely divested themselves of only the quantity of acres expressed in lots 54 and 60, and that, if the plaintiff is entitled to more, her quantity can only be increased by curtailing on the lot claimed by the defendant, and this could only be obtained by asserting, that instead of the upper straight line of defendant's land intersecting the extreme back concession of plaintiff's land, the lower line of the latter should have been projected still further and across the double concession of the former, so as to make it the back boundary of the defendant's land; the only answer to which is, that it was to determine that very equity between these claimants that the survey was made, and that we do not see on the face of this survey such gross preference and unwarrantable proceeding which alone, in some cases, would require the interposition of a court of justice. Jourdan et al. vs. Barnett et al., 4 Howard, p. 177 and seq.

Having now disposed of the first point of inquiry, we will proceed to examine the second. The purchase of Dufresne was made, as we have already stated, on the 29th of April, 1822, under the 7th section of the aforementioned act of 11th May, 1820; the second section of the same act provides that any person claiming lands in Louisiana, west of the river Mississippi, founded upon any Spanish grant, concession, or order of survey, and whose claims have not heretofore been filed in the proper office, may, from and after the 1st of July, 1820, and until the 31st of December, 1820, deliver notice in writing, and the evidence of their claims, to the register of the land district within which such lands may be situated; and the rights of such persons as shall neglect so doing within the time limited by this act, shall, so far as they are derived from or founded on any act of Congress, ever afterwards barred and become void, and the evidence of their claims never after admitted as evidence in any court of the United States against any grant derived from the United States. And the 3d section makes it the duty of the registers, on the 1st of January, 1821, to make to the Secretary of the Treasury a report of all claims filed in their offices.

The claim of plaintiff in reconvention was based on an order of

survey issued by Governor Estevan Miro, in 1786, in favor of Jean Jacques Haydel. No action, it seems, was taken in regard to this claim until 1833, when it was first brought to the notice of the commissioners, under an act of Congress, approved 4th July, 1832, entitled "An act for the final adjustment of the claims to lands in the southeastern land district of the State of Louisiana," by which act the bar under the aforesaid act of 1820 was removed, (Public Lands, Laws, Opinions and Instructions, vol. 1, chapter 437,) and this claim, which bears the No. 42, having been referred to the register and receiver for further evidence, by an act of Congress approved 3d March, 1835, (same vol. chap. 485,) was reported back and confirmed by Congress, on the 4th of July, 1836, (same vol. chap. 505.) This claim, as before stated, being based upon an order of survey which had never, it appears, been executed, belonged to the class of incomplete titles, and, as such, remained under the exclusive control of Congress, and required a confirmation to its validity. Thus, then, in April, 1822, when Dufresne entered his double concession, the claim No. 42 had been under a bar since the 31st of December, 1820, and continued so until the aforesaid act of 4th July, 1832; in the mean time, the United States, having allowed the entry of Dufresne, caused the township to be surveyed and assigned to the entry of Dufresne lot 54, with a defined boundary, which, under these circumstances, is equivalent to the issuing of a patent; the rights of the plaintiff in reconvention, so far as they are derived or founded on any act of Congress, and he has none other, are void as against the claim of Dufresne, derived, as aforesaid, from the United States, (Public Lands, Laws, &c., part 1, chap. 245, sec. 2d;) Stoddard et al. vs. Chambers, 2 Howard, 313 et seq.; Barry vs. Gamble, 3 Howard, 51; Les Bois vs. Bramell, 4 id. 456; Lefebvre vs. Comeau et al., 11 La. Reports, 322.

Thus we are led to the third point: Has the defendant made out his plea of prescription? It is clear that the prescription of thirty years cannot be made to apply to this case, for it would bring the parties to the possession of the Government, against whom no prescription can hold. The defendant has, however, proven corporal possession of at least a portion of lot 60, and at the point, too, where plaintiff claims to be owner; and this possession, which is still held, commenced in 1833 or 1834, upwards of ten years before the inception of the present action. This possession and occupancy is within the survey approved March, 1831, and covers the lot assigned to the entry of defendant, and is conclusive against the plaintiff, who was all this while present. Bourguignon vs. Boudousquié, 6 U. S. 703; Wilcoxon vs. Rogers et al., 16 L. R. 6. The case is very different as to the double concession claimed by defendant under the order of survey of Governor Miro. Claim 42 was located by the same survey, and is included entirely in lot 59, the land in the rear having been, previously to the confirmation of that claim in 1836, disposed of by the United States. The evidence does not disclose in defendant possession, animo domini, of the locus in quo; the clearing of a line in 1840, being a straight prolongation of the line

between lots 17, 18, 58 and 59, as far as lot 53, if it shows any thing, proves that the defendant was not aware that his claim extended as far, and repels the idea that he ever actually possessed or occupied any portion of lot 54, and the ratoons spoken of must necessarily have been found on lot 59.

From this view of the case, and the law and evidence applicable thereto, it is ordered, adjudged and decreed, that the defendant be quieted in his possession of lot 60, which is hereby decreed to be his lawful property; that plaintiff be also quieted in his possession of lot 54, which is hereby decreed to be his lawful property; that plaintiff be condemned to pay the costs of suit, save, however, the costs of the reconventional demand, which must be borne by the plaintiff in reconvention.

Parish of St. John the Baptist, 24th February, 1851.

(Signed) ALBERT DUFFEL,
Judge 4th judicial district.

Judgment filed 24th February, 1851.

(Signed) LUDGER PERRET, *Clerk.*

Motion of appeal.

Saturday, 1st March, 1851.

The court met according to adjournment.
Present, the honorable Albert Duffel, judge.

WIDOW FRANÇOIS DUFRESNE
vs.
WIDOW MARCELIN HAYDEL.

On motion of H. St. Paul, of counsel for plaintiff, and on alleging the agreement on file, it is ordered that a suspensive appeal be granted, returnable to the Supreme Court, on the 4th Monday of April next, on plaintiff giving bond for costs only, at the discretion of the clerk.

Appeal bond.

Know all men by these presents, that we, Widow François Dufresne, as principal, and Henry St. Paul as surety, are held bound in solido unto Widow Marcelin Haydel in the sum of two hundred dollars, being in surety that said Widow F. Dufresne, who has appealed from a final judgment rendered against her in the case of Widow François Dufresne *vs.* Widow Marcelin Haydel, shall well and truly prosecute her said appeal, or else be responsible in all costs, and said Henry St. Paul in her lieu and place.

Signed on this 1st day of March, 1851.

(Signed) Widow FRANCOIS DUFRESNE,
Per HENRY ST. PAUL, *Att'y.*
" HENRY ST. PAUL.

Appeal bond filed 1st March, 1851.

(Signed) LUDGER PERRET, *Clerk.*

STATE OF LOUISIANA,
Parish of St. John the Baptist.

Fourth judicial district court.

I Ludger Perret, clerk of the fourth judicial district court of the State of Louisiana, in and for the parish of St. John the Baptist, do certify the foregoing sixty-eight pages to contain a true and correct copy of all the documents on file, evidence adduced, and transcript of all the proceedings had in the district court aforesaid, in the case of Widow Françoise Dufresne *vs.* Widow Marcelin Haydel, No. 47 of the docket of this court. The document W, mentioned in the agreement, (page 58 of this Record,) which was to be sent to the clerk of this court by the plaintiff's counsel, has not been received.

In testimony whereof I have hereunto set my hand and affixed the seal of the said court, at the parish of St. John the Baptist, on [SEAL.] this twenty-fourth day of April, in the year of our Lord one thousand eight hundred and fifty-one, and the seventy-fifth of the independence of the United States of America.

Pages 15, 16 and 20, have been left in blank, in making out copies of the plats; the words "the partnership of" have been interlined at page 31; and the words "that defendant's claim for improvements shall be reserved" have been interlined at page 59; all which is hereby approved.

(Signed) LUDGER PERRET, *Clerk.*

Supreme court of the State of Louisiana.

The court met, Monday, December 8, 1851.

Present, their honors P. A. Rost, Thomas Slidell, and J. T. Preston, associate justices.

His honor, George Eustis, chief justice, absent.

Appeal from the fourth judicial district court of the parish of St. John the Baptist.

WIDOW FRANÇOIS DUFRESNE, appellant,
vs.
WIDOW MARCELIN HAYDEL, appellee. } No. 2,240.

In this cause the court this day delivered their opinion in writing, in the words and figures following, (his honor, Judge Slidell, dissenting:)

The plaintiff and defendant are respectively proprietors of tracts of land fronting the Mississippi river, immediately above and below a point on the river or convex bend, which were confirmed to them.

Congress, by the 5th section of an act approved the 15th of February, 1811, provided, "That every person who, either by virtue of a French or Spanish grant recognised by the laws of the United States, or under a claim confirmed by the commissioners appointed for the purpose of ascertaining the rights of persons claiming lands in the Terri-

tory of Orleans, owns a tract bordering on any river, creek, bayou or water-course in the said Territory, and not exceeding in depth forty arpens, French measure, shall be entitled to a preference in becoming the purchaser of any vacant tract of land adjacent to and back of his own tract, at the same price and on the same terms and conditions as is or may be provided by law for the public lands in said Territory. And the principal deputy surveyor of each district, respectively, shall be, and he is hereby, authorized, under the superintendence of the surveyor of the public lands south of the State of Tennessee, to cause to be surveyed the tracts claimed by virtue of this section. And in all cases where, by reason of bends in the river, lake, creek, bayou, or water-course, bordering on the tract, and of adjacent claims of a similar nature, each claimant cannot obtain a tract equal in quantity to the adjacent tract already owned by him, to divide the vacant land applicable to that object between the several claimants in such a manner as to him may appear most equitable." 1 Land Laws, 588.

Those under whom the plaintiff and defendant hold their lands, respectively, availed themselves of the pre-emption accorded by this law. The husband of the plaintiff, having 155 $\frac{80}{100}$ acres in his front tract, paid into the hands of the receiver of public moneys $148 75 for a certificate of the entry of 119 acres of the lands in his rear. Nicolas Haydel, under whom the defendant holds, owned a front tract containing 249 $\frac{54}{100}$ acres, and paid into the hands of the receiver of public moneys the price of 248 acres for his entry of the back lands under the law.

The whole quantity of land in the rear, subject to their entries, was 322 $\frac{48}{100}$ acres, as to which there was no conflict between them and any other proprietors. Of this quantity a surveyor of the United States allotted to Haydel 243 $\frac{20}{100}$ acres, and to Dufresne 79 $\frac{28}{100}$. His survey was approved in March, 1831, by the surveyor of public lands south of Tennessee river, and a patent was issued to Haydel for 243 $\frac{20}{100}$ acres of the land in 1845.

If the land subject to the entries had been divided between the claimants proportionally to the quantity contained respectively in their front tracts, Haydel would have received 201 acres, and Dufresne 121 acres. Mrs. Dufresne claims that the land should have been divided proportionally to the quantity in the front tracts, and brings this suit to obtain that division.

The act of Congress was the foundation of the title to the lands, and fixed an exact rule by which the quantities to be sold to the respective parties was to be ascertained. An equitable division in case of deficiency in quantity for each is a ratable division in proportion to the quantities in the front tracts, unless something prevents it. The original instructions of Mr. Gallatin, the Secretary of the Treasury, for the execution of the act of 1811, indicated this rule to the surveyor, and the Commissioners of the General Land Office, by a letter of the 14th of July, 1845, laid it down as an arithmetical rule to govern such cases.

The surveyor was to measure the land for each purchaser and run the line of division between them.

It was a ministerial duty. There could in this case be but one equitable line: that which would give the plaintiff 121 acres, and to the defendant 201 acres. A fixed rule was given to ascertain the quantity of each, and any deviation from it was in violation of the act of Congress, and gave no rights to the defendant and could take away none from the plaintiff.

The act of Congress thus expressly entitled the plaintiff to an equitable division of the back lands with the only proprietor whose claim came in conflict with hers. An extraordinary position of the tracts might possibly render a proportional division inequitable. But in this case there is no pretence, much less reason offered, for not having made a proportional division. By the bare inspection of the map it will be seen that the surveyor might, by extending the side lines of each proprietor's front tract, have given each about his proportion of the back lands. That this should have been done when possible, we have no doubt, was the intention of Congress.

By an inspection of the map it is palpable that not an equitable, or even discretionary, division of the land was made between the two claimants. The surveyor simply took from one party forty acres of land, which he had purchased from the Government, and for which he had paid, and for which he had the best possible title—an act of Congress—and gave it to another man who had no title whatever to it, but the will of the surveyor. This was a most unequitable proceeding, directly in conflict with the act of Congress, and cannot be recognised by a court of justice.

It is said, however, that the disposition of the public lands is in the power of Congress, under the direction of their officers, and that they have given a patent to the defendant for the lands in controversy, which is a complete divestiture of the title of the United States in favor of the defendants. In the sale of the public lands, the Government and its purchasers must be governed by the same principles which apply to individual vendors and vendees. 9 Peters, 760; Vattel's Law of Nations, book I, ch. 17, §199; ch. 23, §295; book II, ch. 7, §83; ch. 1, §14.

Now the Government, by the entry of the register of the land office, and the receipt of the purchase money by the receiver of public moneys, sold a tract of land to the vendee containing 119 acres, if such quantity could be obtained in the rear of his front without infringing upon the rights of another person purchasing a tract in his rear under the same law and upon the same terms and conditions. There was two acres more than that quantity without in any manner conflicting with the rights of the other vendee. Could an ordinary vendor, having made such a sale, afterwards take forty acres of the land, so sold, and give it to his other vendee? His deed to that effect would have no effect; so neither can the patent issued by the United States, under similar circumstances, have that effect.

As vendors of land perhaps the Government could not, for their own exclusive interest, succeed in annulling a patent, unless in those cases of error or fraud for which an ordinary vendor could annul his deed. But latterly it has been held by the Supreme Court of the United States, that they would disregard patents obtained contrary to law in cases where individuals had previously acquired under the Government an adverse title. In the case of the United States against Hughes, that tribunal at its last term disregarded and annulled a patent, the United States sueing for an individual to whom they had first legally sold the land. So in the case of Marsh against Brooks, and Menard against Massey, 8 Howard, 233 and 293.

We have examined the case of Pepper and others against Dunlap, 9 Rob. Rep., 287, cited by the defendant's counsel, and find nothing decided in it adverse to these principles; nor in the opinion of the Attorney General, Butler; 2 vol. Laws and Opinions, &c., relating to public lands, page 213. The case of Bagnell and others vs. Brodoreck, principally relied upon by the counsel, was decided upon the technical distinction between law and equity, and between a legal and equitable title, which does not exist in this State. And even in that case the dissenting opinion of Justice McLean appears to us conclusive against the correctness of the decision in which the majority of the court were unable to give relief against the grossest possible fraud, and that palpable on the face of the record.

The true principle is this, that if the Government is in reality the owner of the land when the patent issues, it irrevocably divests the Government of title in favor of the patentee; but if the land already belongs to an individual, either by sale or legal confirmation, the subsequent issue of a patent to another person inures to the benefit of the true owner.

In this case the act of Congress was the authority to the register and receiver to sell the land in controversy to the plaintiff, by preemption, in consideration of his being the proprietor of the front tract. His entry of the quantity to which he was entitled under the act and payment of the price, was the purchase from the Government. This sale divested the title of the United States and vested it in the plaintiff. Of the quantity which he was entitled by the act to purchase, he never can be divested by the Government, which cannot sell a second time, nor retake that which has been lawfully sold; nor by an adverse claimant, by virtue of a concurrent or subsequent purchase.

The authority given by the act of Congress to the surveyor to make an equitable division of the land between the claimants, is in affirmance of the act authorizing each to purchase an equitable proportion of the land, and neither adds any thing to, nor takes any thing from, the rights of the parties. He is a ministerial officer, bound to perform this duty, not as he may choose, but equitably; and if he does not, the injured party may resort to a court of justice, or there would be a right without a remedy, in derogation of the first article of our code of practice.

It is true, Congress has confided much to the judgment of the surveyor, by directing him to divide the land in such manner as to him may appear equitable. And if we had reason to believe that he really exercised his best judgment, or had even performed the duty in the presence of the parties, or having notified them to be present so as to have afforded the injured party an opportunity of seeking redress from the higher officers of the Government, we should be induced only by a palpable violation of equity to revise the discretion confided to him. But in the present case it does not appear that the parties interested in the survey were present or notified of the time it was to take place, and it is manifest that the surveyor did not attempt to make an equitable division between them. Such being the case, it was at least incumbent on the defendant to suggest or show some reason for his taking the forty acres of the plaintiff's land, and in default of his so doing, a court is bound to presume that the surveyor acted ex parte and under the unjust influence of him who claims more than his share of the land, without reason or even pretext to justify it.

Both patents and surveys are so constantly made ex parte, and often without sufficient information by the ministerial officers of the General Government, that they cannot be conclusive upon adverse claimants, and must necessarily be subject to judicial investigation and decision, when manifestly made in violation of acts of Congress and private right.

The prescriptions of ten, twenty and thirty years are plead. It is not clearly established by the evidence that the plaintiff cannot obtain the quantity of land to which he is actually entitled, without taking any part of that which is actually possessed by the defendant, or by others for him. Even if it be absolutely necessary to do so, this is strictly and in good faith an action to settle boundaries, which is imprescriptible. Code, art. 821. For these reasons,

It is ordered, adjudged and decreed, that the judgment of the court below be reversed; and it is further ordered and decreed, that a line be run by a surveyor appointed by the district court, so as to give the plaintiff the quantity of one hundred and nineteen acres of the lands in the rear of his front tract, and that the defendant be condemned to pay the costs of the appeal, the costs of the district court, and the expense of the survey to be borne equally by the parties; and it is further ordered and decreed, that the case be remanded to the court below, to direct the survey and make the division.

Petition for a writ of error.

To the honorable the judges of the supreme court of the State of Louisiana:

The petition of widow Marcelin Haydel respectfully shows: That your honorable court has heretofore rendered a final judgment in the suit in which your petitioner was defendant and widow François Dufresne plaintiff, and which is suit No. 2,240 on the docket of this court;

that she is advised that there is error to her prejudice in said judgment; that this court is the highest court of law or equity in the State of Louisiana, in which a decision could be had in the aforesaid suit; that in said suit, the validity of a statute of, and an authority exercised under, the United States, is drawn in question, and the aforesaid decision is against the validity of said statute or authority; that in said suit is furthermore drawn in question the construction of a clause of a statute of, and commission held under, the United States, and the said decision is against the title, right and privilege specially claimed and set up under such clause of said statute and commission; all of which appears on the face of the record of said suit; that, accordingly, a writ of error lies from said final judgment, to the honorable the Supreme Court of the United States.

The petitioner prays that a writ of error may be allowed to her, with citation to be served on the aforesaid party, and returnable to the Supreme Court of the United States upon her giving security as the law directs.

(Signed) LS. JANIN, *Att'y for petitioner.*

Endorsed: 2,240. Supreme court. Widow François Dufresne *vs.* Widow Marcelin Haydel. Petition for a writ of error. Let a writ of error be allowed according to law, the petitioner to give bond and security in the sum of two hundred dollars. New Orleans, August 27th, 1852. (Signed,) P. A. Rost, senior associate justice of the supreme court of Louisiana, the chief justice being absent.

Supreme court. Filed August 27th, 1852.

(Signed) EUGENE LASERE, *Clerk.*

Bond for writ of error.

Know all men by these presents, that we, widow Marcelin Haydel as principal, and A. Reine as security, are held and firmly bound unto widow François Dufresne in the full sum of two hundred dollars, to be paid to the said widow François Dufresne, her certain attorney, executors, administrators and assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally by these presents. Sealed with our seals and dated this 27th day of August, in the year of our Lord eighteen hundred and fifty-two.

Whereas lately, in the supreme court of the State of Louisiana for the eastern district, in a suit depending in said supreme court between widow François Dufresne, appellant, and widow Marcelin Haydel, appellee, judgment was rendered against said widow Marcelin Haydel, appellee; and the said appellee having obtained a writ of error and filed a copy thereof in the clerk's office of the said supreme court, to reverse the judgment rendered in the aforesaid suit, and a citation directed to the said appellant, citing and admonishing her to be and appear at a Supreme Court of the United States, to be holden at Washington, on the first Monday of December next:

Now, the condition of the said obligation is such, that if the said widow Marcelin Haydel shall prosecute her writ to effect and answer all damages and costs, and if she fails to make her plea good, then the above obligation to be void, else to remain in full force and virtue.

(Signed) V'VE M'LIN HAYDEL.
" A. REINE.

Signed, sealed and delivered, in presence of:
(Signed) D. R. PERRET, *witness*.

Approved by me, associate justice of the supreme court of the State of Louisiana.
New Orleans, August 27, 1852.
(Signed) P. A. ROST.

Endorsed: 2,240. Supreme court. Widow François Dufresne *vs.* Widow Marcelin Haydel. Bond for writ of error. Supreme court, E. D. Filed August 27th, 1852. (Signed,) Eugene Lasere, clerk.

Writ of error.

THE UNITED STATES OF AMERICA:

The President of the United States of America to the honorable the judges of the supreme court of the State of Louisiana, for the eastern district, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in said court, being the highest court of law or equity in the said State, in which a decision could be had in the said suit, between widow François Dufresne, appellant, and widow Marcelin Haydel, appellee, where is drawn in question the validity of a statute of, and an authority exercised under, the United States, and the aforesaid decision is against the validity of the said statute or authority; also where is drawn in question the construction of a clause of a statute of, and commission held under, the United States, and the said decision is against the title, right and privilege specially claimed and set up, under such clause of said statute and commission, a manifest error hath happened to the great damage of appellee, as by her complaint appears; we being willing that error, if any there hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, together with this writ, to the Supreme Court of the United States, so that you have the same at Washington on the first Monday of December next, in the said Supreme Court to be then and there held, that the record and proceedings being inspected, the said Supreme Court may cause further to be done therein, to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this twenty-seventh day of August, in the year of our Lord 1852.

EUGENE LASERE,
Clerk of the Supreme court of Louisiana,
Eastern district.

Copy of the writ of error lodged in the clerk's office of the supreme court of the State of Louisiana, for the eastern district, in pursuance of the statute in such case made and provided.

L. JANIN,
Att'y for pl'ff in error.

Citation in error.

UNITED STATES OF AMERICA.

To Widow François Dufresne, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the first Monday in December next, pursuant to a writ of error filed in the clerk's office of the supreme court of the State of Louisiana, for the eastern district, wherein Widow Marcelin Haydel is plaintiff in error and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this twenty-seventh day of August, in the year of our Lord 1852.

(Signed) P. A. ROST,
Senior associate justice of the supreme court of Louisiana, (the chief justice being absent.)

Endorsed: Supreme Court. Filed August 27, 1852.
(Signed) EUGENE LASERE, *Clerk.*

I hereby certify the foregoing to be a true copy from the original filed in my office.

EUGENE LASERE,
Cl'k S. C. of La., E. D.

Served copy of the within citation on Widow François Dufresne personally, on the second day of September, 1852, at her residence in St. John the Baptist, La., distant 50 miles from New Orleans, La.

W. G. MILLER.

Sworn to and subscribed at New Orleans, 12th October, 1852, before

ROBT. M. LUSHER,
U. S. com'r eastern dist. La.

UNITED STATES OF AMERICA,
Supreme court of the State of Louisiana, E. D.

I, Eugene Lasere, clerk of the supreme court of the State of Louisiana for the eastern district, do hereby certify that the foregoing eighty-two pages contain a true copy of the transcript of the proceedings had in the fourth judicial district court of the parish of St. John the Baptist, in a certain suit wherein Widow François Dufresne was plaintiff and Widow Marcelin Haydel was defendant, and also of the proceedings had in this supreme court, on the appeal taken by said Widow François Dufresne, which appeal is now on the files thereof under No. 2,240.

In testimony whereof I have hereunto set my hand and affixed the seal of the said court, at the city of New Orleans, this 20th [SEAL.] day of November, A. D. 1852.

EUGENE LASERE, *Clerk.*

One word erased and approved.

EUGENE LASERE, *Clerk.*

UNITED STATES OF AMERICA,
Supreme court of the State of Louisiana, E. D.

I, George Eustis, chief justice of the supreme court of the State of Louisiana, do hereby certify that Eugene Lasere is clerk of the supreme court for the eastern district; that the signature of Eugene Lasere to the within certificate is in the proper handwriting of him, the said clerk; that the certificate is in due form of law, and that full faith and credit are due to all of his official acts as such.

In testimony whereof I have hereunto set my hand and seal, at the city of New Orleans, this 20th day of November, A. D. 1852. [SEAL.]

GEORGE EUSTIS.

Translation No. 1.

Certificate of purchase endorsed:

29th April, 1822.

Receipt of Mr. J. McLanahan, United States Receiver, for the sum of one hundred and forty-eight dollars and seventy-five cents, received from Mr. François Dufresne, for the price of a double concession of one hundred and nineteen superficial acres of land.

No. 11.

Ne varietur.

ST. John the Baptist, the 18th December, 1832.

(Signed) TE. LE BLANC, *Judge.*

Filed 4th August, 1847.

(Signed) LUDGER PERRET, *Clerk.*

Translation No. 2.

To the Captain General:

I, Jean Jacques Haydel, residing on the German Coast, with all due respect now come before your excellency and say: That I own a plantation situated on this coast, consisting of nine and a half arpens front, with the ordinary depth of forty, adjoining on one side the property of Mathias Roussel, and on the other the property of Jacques Troxler; and as said property in its depth contains no cypress wood, your excellency will be pleased to concede to me the second depth of forty arpens, on the same lines of the said plantation, it being vacant land, and which would not, in any way, prove prejudicial to the neighbors. This is a favor which I hope to obtain from your excellency.

New Orleans, 21st of February, 1786.

(Signed) J. J. HAYDEL.

NEW ORLEANS, 23*d of February*, 1786.

The surveyor of this province, Charles Laveau Tradeau, esq., will put the petitioner in possession of the forty arpens of land, which he asks for in the second depth on the same lines of his plantation, adjoining the above-mentioned properties, which are described in the memorial, said land being vacant, and causing no prejudice to the neighbors; which measurement you will describe at the foot hereof, signing it with the above, and you will remit it to me to clothe the petitioner with the corresponding title of concession in due form.

(Signed) ESTEVAN MIRO.

Translation No. 3.

Act of sale from the partnership of N'as and Jacques Haydel to J. J. Haydel and brother, marked G.

STATE OF LOUISIANA,
Parish of St. John the Baptist.

On this second day of December, one thousand eight hundred and twenty-two, and in the forty-seventh year of the independence of the United States of America, before me, Térence Le Blanc, judge for the parish of St. John the Baptist, and in presence of the witnesses hereinafter named and undersigned:

Personally appeared Jacques Haydel, of this parish, late partner for the plantation of which mention will be made hereinafter, with the late Nicolas Haydel and Jean Galliot, in the name and acting under powers of attorney, passed in my office on the thirtieth of November last, by widow Nicolas Haydel, curatrix ad bona of Adelard Haydel, and by Emérante Haydel, his wife; the said Adelard and Emérante Haydel, legitimate children of said late Nicolas Haydel.

Also appeared George Bossié, sr., also acting under a power of attorney from widow Nicolas Haydel and Emérante Haydel, consort of Jean Galliot, and duly authorized by him.

Which said parties, in virtue of the sale at public auction of the property belonging to the community and partnership between Jacques Haydel, one of the appearers, and the late Nicolas Haydel, which said sale was proceeded to by me, the judge aforesaid, on the thirtieth of November last,

Have declared to have sold, ceded, bargained, transferred and delivered, from now and forever, with all the guarantees of right appertaining thereto,

Unto Jean Jacques Haydel, jr., and Marcelin Haydel, both of them of this parish, here present and accepting purchasers for themselves, their heirs and assigns,

A certain plantation situated in this parish, on the right bank of the river, bounded on the line above by the purchasers, and on the line below by widow Pierre Becnel, having six arpens and three toises front on a first depth of forty arpens, diverging three and a half degrees, besides a double concession, the depth of which is not ascertained, but which gives in addition two hundred and forty-eight acres in superficies; in fine, such as the whole may be, and is more particularly described as well in the inventory made on the tenth of October last, as in the advertisements published and posted, and in the procès verbal of the sale at public auction of date aforesaid, and of which the purchasers have cognizance, as declared by them, besides the buildings erected on said plantation, appurtenances and dependencies; reserving, nevertheless, to the vendors the use of the buildings and of the yard to the first of January next.

It appears from the certificate of the recorder of mortgages for this parish, under date of this day, that there is no mortgage standing on said plantation, either against Jacques Haydel or against the late Nicolas Haydel, or his succession.

The present sale is made for the price and sum of thirteen thousand three hundred and fifteen dollars, payable, viz: Two thousand dollars payable in all the month of March, one thousand eight hundred and twenty-three, and the balance, amounting to eleven thousand three hundred and fifteen dollars, payable by thirds, in three years from this time, that is to say: Three thousand seven hundred and seventy-one dollars and sixty-six ⅔ cents in March, one thousand eight hundred and twenty-four; three thousand seven hundred and seventy-one dollars and sixty-six ⅔ cents in March, one thousand eight hundred and twenty-five, and three thousand seven hundred and seventy-one dollars and sixty-six ⅔ cents in full, during March, one thousand eight hundred and twenty-six.

For that purpose the said buyers here present have given to the vendors, who acknowledge it and give release therefor, four notes drawn by them this day, to the order of Pierre Aymé Becnel, who has endorsed them, one for two thousand dollars, and the three others for three thousand seven hundred and seventy-one dollars and sixty-six ⅔ cents each, payable at the clerk's office of the court of this parish, and each of them payable at each of the dates, as above mentioned; the said notes previously paraphed "ne varietur," to be identified with the present act.

And furthermore, the said purchasers hereby mortgage the plantation sold, till payment of the said sum of thirteen thousand three hundred and fifteen dollars, as above said, agreeing that said mortgage be inscribed wherever necessary.

And in virtue of the above, the vendors hereby transfer their right of property in said plantation to the buyers, who, being satisfied with it after having seen and examined it, acknowledge themselves in possession of it from this day, and give release therefor.

Thus done and passed in the parish of St. John the Baptist, in the office of me, the judge undersigned, on the day, month and year aforesaid, in presence of Antoine Jules Orry and Jean Pierre Morel Guiramand, witnesses duly called and domiciliated in this parish, which said witnesses, after the reading thereof, have signed with George Bossié, and Jean Galliot, Jean Jacques Haydel and Marcelin Haydel, and me, the judge aforesaid.

(Mr. Jacques Haydel, being unable to write, as declared by himself, made his usual mark.)

(Signed) The mark of JACQUES HAYDEL,
J'N GALLIOT,
GEORGE BOSSIÉ,
J. J. HAYDEL,
MARCELIN HAYDEL,
A. ORRY,
J. P. MOREL GUIRAMAND.
T'E LE BLANC, *Judge*.

I hereby certify the foregoing to be a true copy of the original, inscribed in book D, folio 67 and seq., of the notarial acts for this parish.

In faith whereof I have affixed my name and seal of office, in the parish of St. John the Baptist, on the twelfth day of February, eighteen hundred and thirty-one.

[SEAL.]

(Signed) T. LE BLANC, *Judge*.

Copy marked G, filed 4th August, 1847.

(Signed) LUDGER PERRET, *Clerk*.

Translation No. 4.

Act of sale from the heirs of Mrs. J. J. Haydel, and from J. J. Haydel the father to J. J. Haydel the son, and Marcelin Haydel, marked "H."

STATE OF LOUISIANA,
Parish of St. John the Baptist.

On this seventeenth day of January, one thousand eight hundred and twenty, and in the forty-fourth year of the independence of the United States of America, before me, Terence Le Blanc, judge for the parish of St. John the Baptist, and in presence of the witnesses hereinafter named and undersigned, personally appeared Pierre Aymé Bec-

nel, jr., one of the attorneys acting under powers from Mr. Jean Jacques Haydel, sr., and the heirs of the late Maria Madeleine Bozonier, deceased, his wife, as appears from said powers and the statement accompanying the process of the judicial sale of the property, movable and immovable, of the community between the said J. J. Haydel and M. M. Bozonier, done on the thirteenth and fourteenth instant by me, the judge aforesaid, and which is on file in my office.

Which said appearer, in the said name and in confirmation of said process of judicial sale, has by these presents sold, as in fact he does hereby sell, cede, convey and transfer, with all the guarantees of right appertaining thereto, unto Jean Jacques Haydel, jr., and Jean François Marcelin Haydel, brother, residing in this parish, here present and accepting purchasers, viz: Jean Jacques Haydel, jr., for two-thirds, and Marcelin Haydel for one-third, for themselves, their heirs and assigns.

A plantation situate in said parish, established as a sugar estate, having seventeen arpens front on a double depth, converging thirteen degrees, being on the right bank of the river, bounded above by the plantation of Widow Mathias Roussel, and below by that of Jacques Haydel and brother, with all the buildings thereon, privileges and appurtenances appertaining thereto, besides a certain quantity of canes in matelas, such as it will be determined subsequently; besides a sugar kettle which is now on the lower plantation, belonging to the community in question, which the purchasers know and may take possession of at their will.

The present sale is made with the right of use reserved to Jean Jacques Haydel, sr., till the end of the month of August next, of the main house, of the yard, of the buildings thereon, and of the garden, with all the dependencies, besides all the cord wood to be found already cut, and of the fourth of the canes in matelas.

And, besides, for the price and sum of thirty thousand dollars, made payable, viz: One-third in all March, one thousand eight hundred and twenty-one; one-third in all March, one thousand eight hundred and twenty-two, and the last third in all March, one thousand eight hundred and twenty-three; for that purpose the said purchasers here present have given to the vendor three notes of ten thousand dollars each, drawn by them to the order of Pierre Becnel, who has endorsed them, and made payable at the three dates as above mentioned, which said three notes, after having been paraphed "ne varietur" by me, the judge aforesaid, were given to the vendor, in his capacity, as he acknowledges it, and gives release therefor.

And the more to secure the payment of the said three notes at their respective dates, the buyers have mortgaged the plantation now sold, appurtenances and dependencies, agreeing that said mortgage be inscribed wherever necessary.

It appears from the certificate of the recorder of mortgages for this parish, under date of this day, that there is no mortgage standing on said plantation against Jean Jacques Haydel, sr., or the community between him and his deceased wife.

And, in virtue of all the foregoing, the vendor, in his quality, has conveyed and transferred all his rights of property in said plantation unto the purchasers, who acknowledge themselves in possession of it from the fourteenth instant, and release the said vendor therefrom.

Thus done and passed in the parish of St. John the Baptist, in my office, on the day, month and year aforesaid, in presence of Pierre Montegut and J. P. Morel Guiramand, witnesses, duly called and domiciliated, who, after the reading thereof, have signed, with the vendors and buyers, and me, the judge aforesaid.

(Signed) J. J. HAYDEL,
MARCELIN HAYDEL,
PIERRE AYME BECNEL,
PIERRE MONTEGUT,
J. P. MOREL GUIRAMAND,
T'E LE BLANC, *Judge*.

I hereby certify the foregoing to be a true copy of the original, inscribed in book C, folio 120, of the notarial acts for this parish.

In faith whereof I have hereunto affixed my name and seal of office, in the parish of St. John the Baptist, on the twelfth day of February, one thousand eight hundred and thirty-one.

(Signed) T'E LE BLANC, *Judge*.

Copy marked H, filed 4th August, 1847.

(Signed) LUDGER PERRET, *Clerk*.

Translation No. 5.

Act of sale from the syndics of J. J. Haydel to the widow of F. M. Haydel, the defendant, marked J.

In the city of New Orleans, in the State of Louisiana, on this fifth day of the month of April, one thousand eight hundred and forty-one, and in the sixty-fifth year of the independence of the United States of America, before Felix Grima, notary public, duly commissioned and sworn, in and for the city and parish of New Orleans, herein residing, and in presence of the witnesses herein after named and undersigned, appeared Antoine Cavelier, domiciliated in the said city of New Orleans, herein acting, 1st, as one of the syndics of the creditors of Jean Jacques Haydel, of the parish of St. John the Baptist, in this State; 2d, and as representative of the said Jean Jacques Haydel, his co-syndic, by virtue of a power conferred on him by the said Jean Jacques Haydel, in his capacity, agreeably to an act in the office of the undersigned notary, under date of the eighth of May, eighteen hundred and forty; the said Antoine Cavelier and Jean Jacques Haydel having been duly qualified as such, jointly with Zénon Cavelier, of the said city, at a meeting of the said creditors, held in the office of the undersigned notary, on the fifteenth and sixteenth days of April, one thousand eight hundred and thirty-nine. And the said Antoine Cavelier and Jean Jacques Haydel, having since been authorized to act as the only syn-

of my office, at the city of New Orleans, on this twentieth April, one thousand eight hundred and forty-one.

[L. S.] (Signed) FX. GRIMA, *Notary public.*

27th February, 1840.

Sale by licitation of a property owned by the late François Marcelin Haydel for one-third, and by J. J. Haydel for two-thirds.

This sale is effected in consequence of a judgment rendered on the application of F. Marcelin Haydel against Jean Jacques Haydel.

The property is sold as follows: The third belonging to Marcelin Haydel, cash; and the two-thirds composing the share of Jean Jacques Haydel, at one, two and three years.

The 1264th article of the civil code provides the manner in such a case a partition is to be effected. The sale yielded the sum of - - - - - - - -	$41,100 00
Cash - - - - - - - - - -	13,700 00
At one year - - - - - - - - -	9,133 33⅓
At two years - - - - - - - - -	9,133 33⅓
At three years - - - - - - - - -	9,133 33⅓

From the dispositions of the article just cited, that portion of the price on credit being to be reduced to its cash value by deducting ten per cent. therefrom. The sale will be considered as having yielded, instead of the amount above mentioned, the sum of thirty-five thousand six hundred and twenty dollars cash, the 27th February, 1840.

The portion to be received by F. Marcelin Haydel, or his assigns, will then be the third of this sum, viz., the sum of - - - - - - - - -	$11,876 66⅔
So that Widow F. Marcelin Haydel, in the right of her husband, shall owe, on this first term, to the mass of the creditors of Jean Jacques Haydel - - -	1,823 33⅓
She owes, besides, a balance of account - - -	2,775 64 11/12
Also the term due 27th February, 1841 - - -	9,133 33⅓
Do. 27th February, 1842 - - -	9,133 33⅓
Do. 27th February, 1843 - - -	9,133 33⅓

But Widow F. Marcelin Haydel, in the right of her husband, had acquired possession of the said plantation, and was herself a creditor of Jean Jacques Haydel, and wishing as well to effect a final partition of the proceeds of the said sale as to settle all her accounts with the syndics of the creditors of the said J. J. Haydel, in crediting the sums due to the said widow on the two-thirds of the price of the adjudication of the said plantation, it has been agreed that she should discount the surplus she might owe to the mass of the creditors of J. J. Haydel, after having effected the last said settlement. And to this effect the parties have made and drawn an account current on the other part, which establishes a final and absolute settlement of all accounts of partition and others existing between the said parties.

217.

Widow F. Marcelin Haydel in account current with Jean Jacques Haydel.

31st August, 1838, b'ce of ac't.		$2,775	64 1/2	31st August, 1838. By notes and judgment	$16,726 23
Interest at 5 per cent. to February 27, 1841, 2 y'rs 175 d.		349	56	Interest to 27th February, 1841, 2 y'rs 175 d	2,099 88
6th September, 1839. Dividend received this day		2,007	15	By balance	13,199 24
Interest to 27th February, 1841, at 5 per cent		150	81		
27th February, 1840. Balance due by her on the 1st cash payment		1,823	33 1/3		
Interest to 27th Feb'y, '41, do.		92	67		
Do., 1841. First credit term of the price of the plantation due this day		9,133	33 1/3		
Term due 27th February, 1842	$9,133 33 1/3				
Less discount for one year	857 94				
		8,275	39 2/3		
Term due 27th February, 1843	9,133 33 1/3				
Less discount for two years	1,715 88				
		7,417	45 1/3		
		$32,025	35		$32,025 35

(Signed) Widow M'LIN HAYDEL,
A. CAVELIER,
p. p. J. J. HAYDEL,
A. CAVELIER, syndic of
J. J. HAYDEL,
J. COURTIN,
F. B. VINOT.

Ne varietur. New Orleans, the 5th April, 1841.
F. GRIMA, *Not. pub.*

I, the undersigned, Felix Grima, notary public, duly commissioned and sworn, in and for the city and parish of New Orleans, hereby certify that the foregoing is a true copy of an account annexed to an act passed in my office, under date of the fifth instant, comprising the sale of a plantation by the syndics of the creditors of Jean Jacques Haydel to Widow François Marcelin Haydel.

In faith whereof I have signed the presents and affixed the seal of my office, at the city of New Orleans, this twentieth of April, one thousand eight hundred and forty-one.
[SEAL.]
(Signed) F. GRIMA, *Not. pub.*

Copy marked J, filed 4th August, 1847.
(Signed) LUDGER PERRET, *Clerk.*

Translation No. 6.

Extract from the record of deaths for the parochial church of St. John the Baptist, German Coast, State of Louisiana, for the year 1839. At folio 201, R. No. 55, the following is found:

On the 17th day of November, of the year one thousand eight hundred and thirty-nine, was buried by me, the undersigned, the body of Jean François Marcelin Haydel, born on the third of May, one thousand seven hundred and eighty-eight, husband of Azélie Haydel, and legitimate son of the late Jean Jacques Haydel and of the late Marie Magdeleine Bozonier, his father and mother, deceased on yesterday at half-past nine o'clock in the evening, and buried this afternoon in this church's graveyard, in presence of Pierre Bossié, Pierre Aime Becnel, Armand Gravois, Clidament Becnel, Nicolas Keller, and several others, all of this parish, several of whom signed with us.

The record is signed:

BUREL,
OCTAVE BECNEL,
URSIN HAYDEL,
FELIX BECNEL,
M. BELFORT HAYDEL,
P. A. BECNEL,
FLORESTAN BECNEL,
P. C. BECNEL,
V. BROUDOURS,
BONNEVILLE,
PIERRE BOSSIE,
V'E M'E MINA, *Curate.*

Compared with the original above mentioned and delivered this thirtieth October, one thousand eight hundred and thirty-nine.

(Signed) V'E M'E MINA, *Curate.*

Received of Mr. Jean François Marcelin Haydel, of the parish of St. John the Baptist, to be deposited in my office, his mystic will.

New Orleans, 25th March, 1839.

(Signed) L. T. CAIRE, *Not. pub.*

Translation No. 7.

On this twenty-fifth day of the month of March, of the year one thousand eight hundred and thirty-nine, and of the sixty-third of the independence of the United States of America,

Before Louis T. Caire, notary, for the city and parish of New Orleans, duly commissioned and sworn, personally appeared Jean François Marcelin Haydel, of the parish of St. John the Baptist, who, being sound of body, mind, memory and understanding, has delivered to the said notary a packet, folded and sealed by him, and declared in presence of the witnesses undersigned that said packet contains his will, writ-

ten by E. A. Canon, by his order, and signed by him. In faith whereof, he has signed the present act of superscription, written in the handwriting of the notary, the whole made out at once, and without interruption or attending to other business; and the said Haydel has signed with the witnesses and me, the notary.

(Signed) MARCELIN HAYDEL,
DELEGORGUE,
E. A. CANON,
CH'S N. DELERY,
J'N JACQUES CONTE,
F. KROLL,
AMADEO MOREL,
C'Y. COURBE LADREYERE.
LOUIS T. CAIRE, *Not. pub.*

Translation No. 8.

NEW ORLEANS, *the 25th March*, 1839.

I, Jean François Marcelin Haydel, of the parish of St. John the Baptist, of the State of Louisiana, being sound in mind and body, have made my will as follows:

I institute as my universal heir, my beloved wife, Azélie Haydel, to whom I bequeath all my property, excepting the bequests following:

I appoint as my testamentary executrix my aforesaid wife. I give her the seizin and possession of all my property. I ordain that she may have two years to pay the following bequests:

I bequeath unto my niece, widow Charles Lanaux alias Roussel, the sum of ($2,000) two thousand dollars.

I bequeath unto young Alphonse Becnel, who lives with me, the sum of ($3,000) three thousand dollars.

($1,000) One thousand dollars to Pierre Becnel, my godson.

($1,000) One thousand dollars to Azélie Wiendhall, my god-daughter.

($1,000) One thousand dollars to Euphémie Troxler, my god-daughter.

($1,000) One thousand dollars to Emilie Haydel, my god-daughter.

($1,000) One thousand dollars to Uranie Haydel, my god-daughter.

($500) Five hundred dollars to Ernestine Roussel, my god-daughter.

Done on the twenty-fifth day of the month of March, of the year one thousand eight hundred and thirty-nine, and in the sixty-third year of the independence of the United States of America.

Before Louis T. Caire, notary for the city and parish of New Orleans, duly commissioned and sworn, personally appeared Jean François Marcelin Haydel, of the parish of St. John the Baptist, who, being sound of body, mind, memory and understanding, has delivered to the

said notary a packet, folded and sealed by him, and has declared in presence of the witnesses undersigned that said packet contains his last will, written by E. A. Canon, esq., by his order, and signed by him. In faith whereof, he has signed the present act of superscription, written in the handwriting of the notary, the whole made at once and without interruption or attending to other business; and the said Haydel has signed with the witnesses and me, the notary.

(Signed) MARCELIN HAYDEL,
E. A. CANON,
DELEGORGUE,
J'N JACQUES CONTE,
F. KROLL,
C'Y. COURBE LADREYERE,
CH'S N. DELERY,
AMADEO MOREL,
LOUIS T. CAIRE, *Not. pub.*

Translation No. 9.

Document marked L.

Right of drain granted by Lezin Becnel to Widow Marcelin Haydel, 1st April, 1845. No. 91.

Between the undersigned, Pierre Lezin Becnel, of the one part, and Azelie Haydel, widow Marcelin Haydel, of the other, it has been agreed and stipulated as follows: Pierre Lezin Becnel, owner of the plantation adjoining that of Mrs. Marcelin Haydel, on the side below, consents that a canal be dug on his land, agreeably to the plan below, in order to drain the plantation of the said Mrs. Marcelin Haydel, and on the following conditions: Pierre Lezin Becnel shall ever retain his right of ownership in the ground occupied by the canal, and may ever use it, he, his heirs or assigns, to drain his land. Mrs. Marcelin Haydel hereby binds herself never to construct, or allow to be constructed, over said canal any bridge that might give access to the land of Pierre Lezin Becnel. In return therefor, Pierre Lezin Becnel hereby binds himself, his heirs or assigns, ever to consider the said canal as a servitude for the exclusive benefit of Mrs. Marcelin Haydel, her heirs or assigns.

Done in duplicate and in good faith, in the parish of St. John the Baptist, the twenty-second day of March, one thousand eight hundred and forty-five.

UNITED STATES OF AMERICA,
Supreme court of the State of Louisiana, E. D.

I, Eugene Lasere, clerk of the supreme court of the State of Louisiana for the eastern district, do hereby certify that the foregoing twenty-five pages contain a true and faithful translation of all the documents in foreign language contained in this transcript of the proceedings had in the fourth judicial district court of the parish of St. John the Baptist,

in a certain suit wherein widow François Dufresne was plaintiff, and widow Marcelin Haydel was defendant; and also of the proceedings had in this supreme court on the appeal taken by said widow François Dufresne, which appeal is now on the files thereof under No. 2,240; said documents in foreign languages have been translated, as marked in the margin, and crossed in red ink, as Nos. 1, 2, 3, 4, 6, 7, 8, and 9.

In testimony whereof I have hereunto set my hand and affixed the seal of the said court, at the city of New Orleans, this fifth day of March, in the year of our Lord 1853, and in the 77th year of the independence of the United States of America.

[SEAL.]

EUGENE LASERE, *Clerk*.